

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA

LANALEX CLOYD, INC.,

CIVIL DIVISION

Plaintiff,

No. 807 of 2018

v.

TRAFFORD BOROUGH, RICHARD
SAHAR, ASHLEY STACK, DENNIS
HOCKENBERRY, CASEY SHOUB, CRAIG
I. McVICKER, individually and d/b/a CEA
CODE ENFORCEMENT AGENCY, and
CEA CODE ENFORCEMENT
ASSOCIATES, LLC d/b/a CEA CODE
ENFORCEMENT AGENCY,

Defendants.

COMPLAINT

FILED ON BEHALF OF:

LANALEX CLOYD, INC., PLAINTIFF

COUNSEL OF RECORD:

James W. Creenan, Esquire
PA. ID. No. 79213

Creenan & Baczkowski, PC
Town Square Professional Building
3907 Old William Penn Highway
Suite 304
Murrysville, PA 15668
(724) 733-8832
(724) 733-8834 (facsimile)

jcreenan@cbattorneys.com

FILED
CLERK OF COURT
WESTMORELAND COUNTY

2020 JUL 31 AM 9:26

COURT REPORTER
PROTHOTARY

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA

LANALEX CLOYD, INC.,

CIVIL DIVISION

Plaintiff,

No. 807 of 2018

v.

TRAFFORD BOROUGH, RICHARD
SAHAR, ASHLEY STACK, DENNIS
HOCKENBERRY, CASEY SHOUB, CRAIG
I. McVICKER, individually and d/b/a CEA
CODE ENFORCEMENT AGENCY, and
CEA CODE ENFORCEMENT
ASSOCIATES, LLC d/b/a CEA CODE
ENFORCEMENT AGENCY,

Defendants.

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE
WESTMORELAND BAR ASSOCIATION
P.O. BOX 565
Greensburg, Pennsylvania 15601
(724) 834-8490
<http://lrs.westbar.org>

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA

LANALEX CLOYD, INC.,

CIVIL DIVISION

Plaintiff,

No. 807 of 2018

v.

TRAFFORD BOROUGH, RICHARD
SAHAR, ASHLEY STACK, DENNIS
HOCKENBERRY, CASEY SHOUB, CRAIG
I. McVICKER, individually and d/b/a CEA
CODE ENFORCEMENT AGENCY, and
CEA CODE ENFORCEMENT
ASSOCIATES, LLC d/b/a CEA CODE
ENFORCEMENT AGENCY,

Defendants.

COMPLAINT

AND NOW, comes Plaintiff Lanalex Cloyd, Inc. by and through its attorneys Creenan & Baczkowski, PC and James W. Creenan, Esquire and files its Complaint against Defendants Trafford Borough, Richard Sahar, Ashley Stack, Dennis Hockenberry, Casey Shoub, Craig I. McVicker, individually and d/b/a CEA Code Enforcement Agency, and CEA Code Enforcement Associates, LLC d/b/a CEA Code Enforcement Agency, as follows:

1. This Civil Action avers the Defendants to be liable for their collective errors, wrongful conduct, and reckless indifference of the rights of Plaintiff Lanalex Cloyd, Inc. arising from the Defendants' inept and malicious efforts to interfere with Lanalex's ownership and use of the historic "Bank Building" in Trafford, Pennsylvania.

PARTIES

2. Plaintiff Lanalex Cloyd, Inc. ("**Lanalex**") is a Pennsylvania corporation duly organized with its registered office at 5204 Foulk Road, Export, PA, 15632.

3. Defendant Trafford Borough ("**Trafford**") is a municipal entity existing at the permission of the people of the Commonwealth of Pennsylvania with an address of 414 Brinton Avenue, Trafford, PA 15085.

4. Defendant Trafford acted by and through its elected officials and duly appointed or hired officers and agents including Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA.

5. Defendant Richard Sahar ("**Sahar**") is an adult individual who, upon information and belief, served as the Borough Manager of Trafford from May 2015 until April 30, 2017.

6. Upon information and belief, Sahar resides at 208 S. 5th Street, West Newton, PA 15089.

7. Defendant Ashley Stack ("**Stack**") is an adult individual who serves as the Borough Manager of Trafford at 414 Brinton Avenue, Trafford, PA 15085.

8. Defendant Dennis Hockenberry ("**Hockenberry**") is an adult individual residing at 764 7th Street, Trafford, PA 15085.

9. Upon information and belief, Hockenberry served as a Trafford Council Member from November 2014 until June 2018.

10. Defendant Casey Shoub ("**Shoub**") is an adult individual residing at 113 Coventry Court, Trafford, PA 15085.

11. At all times material hereto, Shoub served as a Trafford Council Member.

12. Defendant Craig I. McVicker ("**McVicker**") is an adult individual who, upon information and belief, is a Pennsylvania certified code official and does business as CEA Code Enforcement Agency at 1633 Route 51, Suite 100, Jefferson Hills, PA 15025.

13. Defendant CEA Code Enforcement Associates, LLC ("**CEA**") is a Pennsylvania limited liability company.

14. Upon information and belief, Defendant McVicker owns and operates CEA.

15. Upon information and belief, CEA does business as CEA Code Enforcement Agency at 1633 Route 51, Suite 100, Jefferson Hills, PA 15025.

JURISDICTION AND VENUE

16. Jurisdiction and venue are proper because one or more transactions or occurrences giving rise to Lanalex's claims took place in Westmoreland County, Pennsylvania.

MATERIAL FACTS

17. Lanalex is the owner of the "Bank Building" in the center of the Borough of Trafford at 501-503 Cavitt Avenue ("**Property**") pursuant to a deed recorded on November 8, 2013 in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania at Instrument Number 201311080045020 executed by Bayview Loan Servicing, LLC.

18. At all material times until November of 2019, the Property consisted of a three-story brick structure plus basement ("**Building**") on Lots 501 and 503 in the East Pittsburgh Improvement Company's Plan of Trafford City, recorded in plan Book Volume I, Page 261-263.

A. History of the Property

19. The Property is situated at the corner of Cavitt Avenue and Fifth Street (PA Route 130).

20. The Property has a long history of ownership, as follows:

- a. On October 1, 1901, Security Investment Company conveyed certain real estate, including the real estate that is now the Property, to East Pittsburgh Improvement Company by deed dated October 1, 1901 and recorded in the Office of the Recorder of Deeds of Westmoreland County at Deed Book Volume 308, Page 248.
- b. On March 22, 1902, East Pittsburgh Improvement Company subdivided a portion of the real estate conveyed to the East Pittsburgh Improvement Company by Security Investment Company as set forth in East Pittsburgh Improvement Company's Plan of Trafford City recorded in the Office of the

Recorder of Deeds of Westmoreland County at Plan Book Volume 1, Pages 261-263. The Property is Lots 501 and 503 of the Plan.

- c. On August 11, 1902, East Pittsburgh Improvement Company conveyed the Property to East Pittsburgh Savings & Trust Company by deed dated August 11, 1902 and recorded in the Office of the Recorder of Deeds of Westmoreland County at Deed Book Volume 339, Page 198.
- d. On July 18, 1912, East Pittsburgh Savings & Trust Company conveyed the Property to Trafford Improvement Company by deed dated July 18, 1912 and recorded in the Office of the Recorder of Deeds of Westmoreland County at Deed Book Volume 517, Page 435.
- e. On October 20, 1922, Interborough Improvement Company (formerly Trafford Improvement Company) conveyed the Property to Harry S. Miller by deed dated October 20, 1922 and recorded in the Office of the Recorder of Deeds of Westmoreland County at Deed Book Volume 723, Page 274.
- f. On July 27, 1932, William H. Humes, Sheriff of Westmoreland County, conveyed Harry S. Miller's interest in the Property to Barclay Westmoreland Trust Company, Trustee by deed dated July 27, 1932 and recorded in the Office of the Recorder of Deeds of Westmoreland County at Deed Book Volume 942, Page 401.
- g. On December 24, 1946, Barclay Westmoreland Trust Company, Trustee conveyed its interest in the Property to A. C. Scales, Tony Morocco, and Joe Warren by deed dated December 24, 1946 and recorded in the Office of the Recorder of Deeds of Westmoreland County at Deed Book Volume 1263, Page 188.
- h. On January 31, 1947, A. C. Scales and Gladys L. Scales, his wife, Tony Morocco and Rachel Morocco, his wife, and Joe Warren and Florence Warren, his wife, conveyed an undivided one-fourth (1/4) interest in the Property to Martin Morocco by deed dated January 31, 1947 and recorded in the Office of the Recorder of Deeds of Westmoreland County at Deed Book Volume 1273, Page 558.
- i. On September 1, 1950, A. C. Scales and Gladys L. Scales, his wife, Tony Morocco and Rachel Morocco, his wife, Martin Morocco and Rose Morocco, his wife, and Joe Warren and Florence Warren, his wife conveyed the Property to Nathan H. Leventon and Selma G. Leventon, his wife by deed dated September 1, 1950 and recorded in the Office of the Recorder of Deeds of Westmoreland County at Deed Book Volume 1400, Page 254.

- j. On January 12, 1953, Nathan H. Leventon and Selma G. Leventon, his wife, conveyed the Property to Tony Morocco and Rachel Morocco, his wife, and A. C. Scales by deed dated January 12, 1953 and recorded in the Office of the Recorder of Deeds of Westmoreland County at Deed Book Volume 1479, Page 308.
- k. On January 30, 1957, Tony Morocco and Rachel Morocco, his wife, conveyed the Property to Bernard A. Feldman and Bertha Feldman, his wife, and Jacob Slone and Shirley Slone, his wife, by deed dated January 30, 1957 and recorded in the Office of the Recorder of Deeds of Westmoreland County at Deed Book Volume 1639, Page 406.
- l. On July 6, 1972, Bernard A. Feldman and Bertha Feldman, his wife, and Jacob Slone and Shirley Slone, his wife, conveyed the Property to Bernard A. Feldman and Bertha C. Feldman, his wife by deed dated July 6, 1972 and recorded in the Office of the Recorder of Deeds of Westmoreland County at Deed Book Volume 2100, Page 969.
- m. On August 30, 1974, Judith M. Baron, Receiver of the Estate of Bernard A. Feldman and Bertha C. Feldman conveyed the Property to Paul Suchko by deed dated August 30, 1974 and recorded in the Office of the Recorder of Deeds of Westmoreland County at Deed Book Volume 2170, Page 672.
- n. On June 16, 1982, Paul Suchko and Helen Suchko, his wife, conveyed a portion of their interest in the Property to Joseph J. DeVito and Mary M. DeVito, his wife by deed dated June 16, 1982 and recorded in the Office of the Recorder of Deeds of Westmoreland County at Deed Book Volume 2448, Page 607.
- o. On May 29, 1986, Paul Suchko and Helen Suchko, his wife, and Joseph J. DeVito and Mary M. DeVito, his wife, conveyed the Property to John F. Walko, Jr. by deed dated May 29, 1986 and recorded in the Office of the Recorder of Deeds of Westmoreland County at Deed Book Volume 2670, Page 358.
- p. On December 10, 2012, Johnathan Held, Sheriff of Westmoreland County, conveyed John F. Walko, Jr.'s interest in the Property to Bayview Loan Servicing LLC by deed dated December 12, 2012 and recorded in the Office of the Recorder of Deeds of Westmoreland County at Instrument Number 201301080000799.
- q. On September 5, 2013, Bayview Loan Servicing LLC conveyed the Property to Lanalex Cloyd, Inc. by deed dated September 5, 2013 and recorded in the

Office of the Recorder of Deeds of Westmoreland County at Instrument
Number 201311080045020.

21. Trafford has an equally long history of failing to support the business community and of interfering with the Property's development.

22. Defendants have repeatedly and persistently obstructed and prevented Lanalex's redevelopment and restoration of the Property since Lanalex acquired the Property.

23. Further, upon information and belief learned after Lanalex purchased the Property, Trafford has done nothing in its history to directly facilitate the full commercial use of the Property nor indirectly create conditions that would allow for property owners to create a viable economic climate.

24. Despite this, Defendants further obstructed Lanalex's efforts to own, develop, and use the Property.

25. In 2013, Lanalex purchased the Property with the intention of rehabilitating the Building and converting the Building into apartments and commercial space.

26. At the time Lanalex purchased the Property, the Building could be remodeled by Lanalex.

27. However, Trafford had different plans for the Building.

28. Trafford wanted to get rid of the Building.

29. Trafford sought to force Lanalex out and carry out Trafford's plan to erase the Building from Trafford's landscape, and Trafford proceeded with its scheme to do so ("**Trafford's Scheme**").

30. All of the Defendants participated in Trafford's Scheme.

31. Trafford obstructed Lanalex's efforts to develop the Property almost immediately.

B. Trafford's Improper Collection and Retention of Lanalex's Bond

32. As a condition of Lanalex's purchase of the Property, Trafford demanded that Lanalex apply for a permit to repair the sewer lateral ("**Sewer**") on the Property and deposit the sum of \$20,000.00 ("**Bond**") with Trafford to guarantee that Lanalex would repair the Sewer.

33. Trafford lacked the authority to demand and collect a bond for the "Sewer."

34. Nevertheless, Lanalex complied with Trafford's demand and deposited the Bond with Trafford.

35. Notably, Trafford never issued the required permit for the Sewer to Lanalex.

36. Trafford retained the Bond and further demanded that Lanalex complete the repairs to the Sewer and work not covered by the Bond.

37. Lanalex needed to make an opening in the street to access the Sewer ("**Street Opening**").

38. Trafford's Code requires permit applicants for a street opening to provide a bond in the amount of \$1,000.00 for one street/sidewalk opening and \$10,000.00 for an "indefinite" number of openings. *See* Trafford Borough Code § 170-19. A true and correct copy of Section 170-19 of the Trafford Borough Code is attached as **Exhibit 1**.

39. Trafford advised Lanalex that it did not require Lanalex to deposit any additional bond for the Street Opening Lanalex needed to make to access the Sewer as Trafford already had Lanalex's Bond.

40. On May 19, 2016, McVicker advised Lanalex's counsel that "Trafford Borough will agree to release the bond provided the work being performed passes the sanitary final inspections." A true and correct copy of McVicker's May 19, 2016 email is attached as **Exhibit 2**.

41. Lanalex completed the repairs to the Sewer in September 2016.

42. Lanalex asked Sahar whether the Sewer passed inspection, but Sahar refused to confirm or deny whether the Sewer passed inspection.

43. Sahar only advised Lanalex that the Street Opening needed to be backfilled.

44. Lanalex backfilled the Street Opening with gravel.

45. Upon Lanalex's completion of the repairs to the Sewer, Trafford became obligated to return Lanalex's Bond.

46. Lanalex has repeatedly demanded that Trafford return Lanalex's Bond.

47. Despite Lanalex's repeated demands, Trafford has refused and failed to return Lanalex's Bond.

48. Trafford never provided Lanalex with an explanation for Trafford's refusal to return the Bond or an opportunity to be heard.

49. Importantly, Trafford's improper retention of Lanalex's Bond caused Lanalex to not have \$20,000 of its funds available to it to use for planned repairs and improvements to the Property.

50. Withholding Lanalex's funds so that Lanalex could not use the funds to develop the Building was just one aspect of Trafford's Scheme.

51. Nevertheless, Lanalex performed work on the Building with the funds that Lanalex did have available, but Lanalex's efforts were limited by its limited funds.

52. Lanalex continued to demand the release of the Bond so Lanalex could perform other repairs.

C. Trafford Condemns and Directs Demolition of the Building Without Notice to Lanalex

53. In carrying out Trafford's Scheme, Trafford next attempted to deprive Lanalex of its possessory and ownership interest in the Property without notice or an opportunity to be heard.

54. On May 5, 2015, Trafford held a Public Hearing regarding the Property. A true and correct copy of the Minutes of the May 5, 2015 Public Hearing is attached as **Exhibit 3**.

55. Trafford knowingly did not invite or give Lanalex actual notice of the Public Hearing.

56. Rather, Lanalex only learned of the Public Hearing when a newspaper reporter contacted Lanalex's owner.

57. At the Public Hearing, Trafford declared the Property to be an "abandoned, dilapidated, and/or nuisance structure." *See* Ex. 3.

58. At the Public Hearing, Trafford's Mayor declared "In order for the community to move forward we have to take the direction and tear down these dilapidated buildings." *See* Ex. 3.

59. Following the May 5, 2015 Public Hearing, Trafford held its Regular Monthly Meeting. A true and correct copy of the Minutes of the Meeting is attached as **Exhibit 4**.

60. At the Meeting, Trafford's engineer reported that the Property's sidewalk was collapsing. *See* Ex. 4.

61. At the Meeting, Lanalex's owner asked why Lanalex was not given notice of the Public Hearing, and Trafford's only response was that the Public Hearing was advertised in a local newspaper. *See* Ex. 4.

62. Lanalex's owner reported to Trafford that Lanalex was in the process of receiving bids to renovate the property into apartments and commercial stores. *See* Ex. 4.

63. Trafford's Solicitor responded that Lanalex will receive a letter confirming Trafford's decision to declare the Property a nuisance and to demolish the Building and that Lanalex could file an appeal of that decision within 30 days. *See* Ex. 4.

64. At the Meeting, Hockenberry made a motion to condemn and authorize demolition of the Building. *See* Ex. 4.

65. At the Meeting, Shoub made a motion to adopt a Resolution acknowledging that Trafford joined the Westmoreland County Land Bank (“**Land Bank**”). *See* Ex. 4.

66. Shoub indicated that “[t]he purpose is to get rid of dilapidated structures and get the land back on the tax rolls, fairly new program by very beneficial.” *See* Ex. 4.

67. Following the Meeting, Trafford posted on its website¹ that

Despite the owner’s insistence that he’s trying his best to schedule and fund repairs, Trafford Council has condemned the historic “bank building” that opened a century ago as a Westinghouse-affiliated inn.

The landmark at 501 Cavitt Ave. was one of four buildings that council on May 5 declared as abandoned, dilapidated or a nuisance. The others are a building at 315-317 Fifth St. and houses at 90 First St. and 635 6th St.

Though council has no money set aside to demolish any of the buildings, it joined the Westmoreland County Land Bank last month to receive help with blighted properties.

“These buildings need to go if we’re going to continue to move Trafford forward,” Mayor Rey Peduzzi said.

Of the four, the bank building has the most significant backstory in the borough. After making its debut as the Trafford Inn in 1904, multiple banks were housed in the building from the 1920s until the 1990s.

68. In September 2015, Shoub contacted Lanalex’s owner on his cell phone to request that Lanalex attend a meeting with Shoub and a representative of the Land Bank.

¹ <http://www.traffordborough.com/news/4-trafford-buildings-condemned/>

69. At the meeting, Shoub expressed his concerns with the Property and the Land Bank's representative told Lanalex that if it ever felt "overwhelmed," the Land Bank would be happy to accept the donation of the Building.

70. Notably, Shoub did not arrange the meeting with the Land Bank to offer to assist Lanalex with its efforts to rehabilitate the Building.

71. Rather, Shoub arranged the meeting to put pressure on Lanalex to surrender its ownership of the Property.

72. Indeed, part of Trafford's Scheme was to overwhelm Lanalex.

73. Following the meeting with the Land Bank, Lanalex addressed all of Shoub's concerns with the Property.

D. Lanalex Complies with Trafford's Demands Yet Trafford Refuses to Cooperate as the Building Deteriorates

74. As Trafford was not successful in its attempt to persuade Lanalex to voluntarily surrender the Property, Trafford proceeded to pressure and attempt to overwhelm Lanalex by issuing violation notices and citations to Lanalex while simultaneously obstructing Lanalex's efforts to develop the Property and address the issues raised in the violation notices and citations.

75. On April 19, 2016, McVicker, in his capacity as Code Enforcement Officer for Trafford issued a Notice of Violation to Yeager ("**April 19, 2016 Notice**"). A true and correct copy of the April 19, 2016 Notice is attached as **Exhibit 5**.

76. The April 19, 2016 Notice of Violation cited the following:

- a. Repairs to the sidewalk;
- b. Fill in areas where excavating efforts have taken place in the rear of the Building;
- c. No permit for commercial repairs or replacement of sanitary lines.

77. In the April 19, 2016 Notice, McVicker demanded that Lanalex provide a written plan of action for the actions necessary to remove the April 19, 2016 Notice.

78. On May 19, 2016, Lanalex, through its undersigned counsel, submitted Lanalex's proposed plan for addressing the issues raised in the April 19, 2016 Notice. A true and correct copy of the May 19, 2016 Plan is attached as **Exhibit 6**.

79. Trafford failed and refused to respond to the May 19, 2016 Plan.

80. On September 8, 2016, Lanalex, through its undersigned counsel, submitted photographic evidence that Lanalex filled in the areas of excavation in contravention to Trafford's assertions. A true and correct copy of the September 8, 2016 letter is attached as **Exhibit 7**.

81. In the September 8, 2016 communication, Lanalex, through its undersigned counsel, again requested the return of the Bond and advised McVicker that "[t]he Borough's failure to return the [B]ond is impeding [Lanalex]'s financial ability to complete the repairs to the sidewalk." *See* Ex. 5.

82. On September 30, 2016, instead of responding to the May 19, 2016 Plan, Trafford sent Lanalex a violation notice ("**September 30, 2016 Notice**") for high grass and weeds on the Property. A true and correct copy of the September 30, 2016 Notice is attached as **Exhibit 8**.

83. Lanalex addressed the issues raised in the September 30, 2016 Notice.

84. Over the next several months, Lanalex continued to demand the return of its Bond so it could complete other work on the Property.

E. Trafford Becomes Determined to Demolish the Building

85. Because Lanalex resolved the issues raised in the September 30, 2016 Notice rather than surrender, Trafford decided to become more aggressive in carrying out Trafford's Scheme.

86. On August 2, 2017, Trafford's current code enforcement officer Joseph Probo ("**Probo**") sent an email to Trafford, its Solicitor, Stack, and various Council Members indicating

that he “noticed a couple red brick pieces on the ground that match the building” and that “[i]t appears that the very top of the structure is losing bricks and shows bowing that it might fall.” A true and correct copy of Probo’s August 2, 2017 email is attached as **Exhibit 9**.

87. Trafford’s Solicitor replied that “We were faced with this same condition but much worse with the Trafford motor company building. Finally got it torn down with [W]estmoreland [C]ounty grant funds. Let’s see what [CEA] recommends.” *See* Ex. 9.

88. Hockenberry replied “hopefully now that we have [J]oe, CEA and Ashley working together, we can get things done. [I] think we have to get as aggressive as possible and hit him in his wallet. [T]hat is how we got landlords to clean up their properties in Pitcairn. [L]andlords hate spending money.” *See* Ex. 9.

89. On August 8, 2017, McVicker issued a Notice of Violation Cause for Emergency Action (“**August 8, 2017 Notice**”) to Lanalex. A true and correct copy of the August 8, 2017 Notice is attached as **Exhibit 10**.

90. The August 8, 2017 Notice indicated that the integrity of the Building was declining and required immediate attention. *See* Ex. 10.

91. In the August 8, 2017 Notice, McVicker indicated that “[d]ue to the general unsafe conditions of the brick edges, sidewalls and roof concept of this structure being compromised by infiltration and neglect” McVicker required “a report sealed by a Pennsylvania Architect or Engineer . . . outlining the integrity of the structure in its entirety.” *See* Ex. 10.

92. On November 16, 2017, an engineer retained by Lanalex issued a report regarding the structural integrity of the Building.

93. On November 20, 2017, Trafford, through its Solicitor, sent Lanalex’s undersigned counsel a letter indicating that Trafford was providing Lanalex with “one last opportunity to submit

a plan documenting to rectify the code violation and dangerous condition at the [P]roperty, and a concise timeline for completion of same.” A true and correct copy of the November 20, 2017 letter is attached as **Exhibit 11**.

F. Trafford Refuses to Approve Lanalex’s Plan to Address Trafford’s Concerns with the Property and Issues Notice of Condemnation

94. In response to the Solicitor’s November 20, 2017 letter, Lanalex’s counsel advised Trafford’s Solicitor that Trafford had not yet returned Lanalex’s Bond and that Trafford’s improper retention of the Bond was holding up funds needed to address Trafford’s other concerns about the Building. A true and correct copy of the November 20, 2017 email is attached as **Exhibit 12**.

95. On November 21, 2017, Trafford advised Lanalex for the first time that Trafford conditioned the release of the Bond on Lanalex filling the Street Opening created in 2016 to repair the Sewer with concrete. A true and correct copy of the November 21, 2017 email is attached as **Exhibit 13**.

96. On December 11, 2017, Lanalex’s counsel submitted Lanalex’s proposed plan to address Trafford’s concerns (“**Plan**”) to Trafford’s Solicitor and Stack by email. A true and correct copy of the Plan is attached as **Exhibit 14**.

97. In the December 11, 2017 email, Lanalex reiterated its demand that Trafford release Lanalex’s Bond and reminded Trafford and Stack that Trafford’s improper withholding of the Bond was hindering Lanalex’s ability to perform more work on the Property. *See* Ex. 14.

98. Trafford never objected to Lanalex’s Plan.

99. On January 4, 2018, Lanalex confirmed Trafford’s lack of objection and advised Trafford that it was proceeding with its Plan on the assumption that it was acceptable as soon as weather conditions and contractor availability permitted. A true and correct copy of the January 4, 2018 letter is attached as **Exhibit 15**.

100. On January 20, 2018, five weeks after Lanalex submitted its Plan, Trafford advised Lanalex that Trafford refused to accept the Plan and that “there is no understanding or agreement between [Lanalex] and Trafford Borough.” A true and correct copy of the January 20, 2018 email is attached as **Exhibit 16**.

101. Trafford provided no explanation or reasoning. *See* Ex. 16.

102. On January 26, 2018, Lanalex’s counsel requested a meeting with Trafford and its Solicitor to discuss Trafford’s concerns. A true and correct copy of the January 26, 2018 letter is attached as **Exhibit 17**.

103. Trafford failed to respond to the request.

104. On January 31, 2018, Trafford, through its Code Enforcement Officer McVicker, issued a Notice of Condemnation (“**Notice of Condemnation**”). A true and correct copy of the Notice of Condemnation is attached as **Exhibit 18**.

105. Trafford, McVicker, and Trafford’s Solicitor refused to respond to Lanalex’s repeated requests for information necessary to address Trafford’s concerns.

G. Lanalex Moves for Injunction and Trafford Admits There Are No Defects in Lanalex’s Plan

106. Based on Trafford’s failure to acknowledge or respond to Lanalex’s inquiries, on March 26, 2018, Lanalex filed a Motion for Injunctive Relief with this Honorable Court wherein Lanalex requested that this Honorable Court direct Trafford to refrain from demolishing the Building. *See* Pl.’s Mot. For Inj. Relief, Mar. 26, 2018.

107. On May 21, 2018, this Honorable Court held an Evidentiary Hearing on Lanalex’s Motion for Injunctive Relief. A true and correct copy of the May 21, 2018 Hearing Transcript is attached as **Exhibit 19**.

108. At the Hearing, McVicker was the only witness to testify. *See generally* Ex. 19.

109. At the Hearing, McVicker identified certain issues with the Property that he contended gave rise to the Notice of Condemnation he issued.² See Ex. 19 at 11.

110. At the Hearing, McVicker indicated that in order to issue the permit Lanalex required to address Trafford's concerns ("**Permit**"), Trafford required (1) sealed drawings from an engineer and (2) an application for the Permit. See Ex. 19 at 64.

111. On cross-examination, McVicker admitted there was no basis to reject Lanalex's Plan. See Ex. 19 at 36.

112. Lanalex's undersigned counsel requested a continuance of the Hearing to allow Lanalex time to re-submit its drawings and application for the Permit and for Trafford to issue the Permit. See Ex. 19 at 63-66.

113. This Honorable Court granted that request and continued the Hearing to June 25, 2018. See Ex. 19 at 65-66; May 21, 2018 Order.

114. Notably, this Honorable Court directed Trafford "to give every deference it can to allow for the construction to proceed in an effort to resolve the matter." See Ex. 19 at 66.

115. Lanalex recalled its repair contractor.

116. On June 20, 2018, Lanalex, through its counsel, submitted a proposed application ("**Proposed Application**") and drawings ("**Drawings**") prepared and sealed by Michael P. Romesburg, PE ("**Romesburg**") to McVicker and Trafford's Solicitor. A true and correct copy of the June 20, 2018 email including the Proposed Application and Drawings is attached as **Exhibit 20**.

117. On June 21, 2018, Lanalex requested that this Honorable Court continue the Hearing indefinitely to allow McVicker and/or Trafford sufficient time to review Lanalex's

² Notably, the issues McVicker identified at the May 21, 2018 Hearing were not identified anywhere in the January 31, 2018 Notice of Condemnation.

Proposed Application and Drawings, which this Honorable Court granted. *See* Mot. to Continue Hr'g and Order, June 21, 2018.

118. On June 25, 2018, McVicker provided his overly critical comments on the Drawings to Lanalex's counsel, including:

- a. McVicker indicated that he was not approving the drawings because "there are many unknowns."
- b. McVicker indicated that he was not approving the drawings based on the engineer's use of frequently used engineering terms for such drawings such as "verify" and "design by others."
- c. McVicker indicated that he was not approving the drawings because he required "more detail on the [engineer's proprietary specification] HIT-HY 70."

A true and correct copy of McVicker's June 25, 2018 email is attached as **Exhibit 21**.

119. On July 22, 2018, Lanalex, through its undersigned counsel, provided its response to McVicker's comments. A true and correct copy of the July 22, 2018 email is attached as **Exhibit 22**.

120. On August 18, 2018, having not received any further response from McVicker, Lanalex, through its undersigned counsel, followed up with McVicker. A true and correct copy of the August 18, 2018 email is attached as **Exhibit 23**.

121. On August 21, 2018, McVicker replied "confirming the information and follow up information (via email) as being sufficient for permitting" and directed Lanalex to submit its complete application. A true and correct copy of McVicker's August 21, 2018 email is attached as **Exhibit 24**.

122. Due to McVicker's delay in confirming that Trafford would accept the Drawings, Lanalex had to obtain new proposals for pricing for the work.

123. At that time, contractors were limited due to a Western Pennsylvania construction boom.

H. Defendants Refuse to Issue the Necessary Permit to Lanalex, Yet Continue to Cite Lanalex for Not Completing the Repairs to the Building

124. On November 9, 2018, after obtaining current pricing proposals, Lanalex, through its counsel, in addition to the Drawings it previously provided, submitted another complete application for the Permit (“**Application**”). A true and correct copy of the November 9, 2018 email including the Application is attached as **Exhibit 25**.

125. Upon receipt of Lanalex’s November 9, 2018 Application, McVicker told Trafford’s Solicitor and Stack “Let’s discuss this first, I think we may be able to withhold this under Act 90.” A true and correct copy of McVicker’s November 9, 2018 email is attached as **Exhibit 26**.

126. Trafford, Stack, and McVicker refused to respond to Lanalex’s Application with approval, questions, or a request for any additional information.

127. Rather than process Lanalex’s Application, Trafford proceeded to engage in unnecessary motions practice before this Honorable Court in an effort to apply more pressure to Lanalex as part of Trafford’s Scheme.

128. Indeed, neither Trafford, its Solicitor, Stack, nor McVicker contacted Lanalex or its counsel between the time Lanalex submitted its Application and the time Trafford Borough submitted its Motion to Resume Hearing to this Honorable Court on March 4, 2019. A true and correct copy of the Motion to Resume Hearing is attached as **Exhibit 27**.

129. On March 8, 2019, Trafford, through its Solicitor, presented the Motion to this Honorable Court.

130. In its Motion to Resume Hearing, Trafford:

- a. falsely represented that Lanalex had not yet submitted sealed drawings to Trafford and/or McVicker, when Lanalex had done so and McVicker had confirmed that the drawings submitted by Lanalex were “sufficient for permitting”;
- b. represented that the Building had “fallen into deeper disrepair”; and,
- c. incorrectly accused Lanalex of damaging Trafford’s sanitary sewer line when repairing the Sewer on the Property.

See Ex. 27.

131. At the time of the presentation of the Motion, this Honorable Court directed the parties to submit additional written submissions to the Court.

132. On April 4, 2019, Trafford’s Solicitor submitted a letter to this Honorable Court (“**April 4, 2019 Letter**”), and Trafford attached to the April 4, 2019 Letter a letter dated October 22, 2018 written and signed by McVicker and incorrectly addressed to “Lanalex Cloyd Incorporated, C/O Mr. Frank Yeager, 501-503 Cavitt Avenue, Trafford, PA 15085” (“**October 22, 2018 Letter**”). A true and correct copy of the April 4, 2019 Letter including the copy of the October 22, 2018 Letter is attached as **Exhibit 28**.

133. The October 22, 2018 letter indicates that Trafford is denying the Application pursuant to “Act 90”.³ See Ex. 28.

134. The October 22, 2018 letter states:

Therefore, it be, I am denying the application for demolition until such time as the preceding legal matters have been resolved before the Borough of Trafford. This is specific for the address for 501 Cavitt Avenue in Trafford. Additionally, I have not been informed by you or your legal counsel of the pending matters resolution.

³ “Act 90” refers to the Neighborhood Blight Reclamation and Revitalization Act, 53 Pa. C.S. §§ 6101-6145, which permits municipalities to deny municipal permits to property owners on the basis of the property owner’s “failure to abate a serious violation of State law or a code on real property that the applicant owns in [the] Commonwealth.” 53 Pa. C.S. § 6131. Notably, the Act provides that “[a] municipality or board shall not deny a municipal permit to an applicant if the municipal permit is necessary to correct a violation of State law or a code.” § 6131(a)(2).

See Ex. 28.

135. In its April 4, 2019 letter, Trafford represented that McVicker sent the October 22, 2018 Letter to Lanalex. See Ex. 28.

136. Trafford never provided the October 22, 2018 letter to Lanalex's counsel.

137. Importantly, neither Lanalex nor its undersigned counsel ever received the October 22, 2018 Letter.

138. Further, Lanalex did not submit the Application until November 9, 2018, so Trafford did not receive and could not have denied the Application on October 22, 2018.

139. Interestingly, on November 9, 2018, eighteen days after McVicker purportedly sent the October 22, 2018 Letter to Lanalex allegedly denying the Application pursuant to Act 90, upon receipt of the Application by email from undersigned counsel's office, McVicker told Stack and Trafford's Solicitor that "Let's **discuss this first**, I think we *may be able to withhold this under Act 90.*" (emphasis added).⁴ See Ex. 26.

140. McVicker's statement, immediately upon receipt of the Application, of his intent to deny the Application, as well as McVicker's denial of the Application purportedly pursuant to Act 90, is contrary to this Honorable Court's instruction to "give every deference [Trafford] can to allow for the construction to proceed in an effort to resolve the matter" and clearly illustrates McVicker and Trafford's bad faith in dealing with Lanalex.

141. Not only did Trafford refuse to approve Lanalex's Application, Trafford proceeded to apply more pressure to Lanalex by issuing citations and imposing fines on Lanalex as part of Trafford's Scheme.

⁴ McVicker's statement upon receipt of the Application on November 9, 2018 is inconsistent with Trafford's representation that McVicker sent the October 22, 2018 letter affirmatively denying the Application eighteen days earlier on October 22, 2018.

142. On April 25, 2019, Trafford sent Lanalex an Ordinance Violation Notice (“**April 25, 2019 Notice**”), which quoted sections of Trafford’s Code, but did not include any explanation or detail as to what issues Trafford identified with Lanalex’s Property. A true and correct copy of the April 25, 2019 Notice is attached as **Exhibit 29**.

143. Lanalex received the April 25, 2019 Notice on April 29, 2019.

144. On May 8, 2019, Lanalex, through its undersigned counsel, timely appealed the April 25, 2019 Notice. A true and correct copy of the May 8, 2019 appeal is attached as **Exhibit 30**.

145. Nevertheless, on May 10, 2019, Trafford issued three (3) Non-Traffic Citations to Lanalex for the following alleged violations:

- a. “Property owner has not taken steps to remedy or repair dangerous conditions including bricks falling from the exterior wall facing onto the sidewalk 3+ stories below. Also glass from broken windows falling onto sidewalk.”
- b. “Property owner will not clean up property including bricks that have fallen from building onto sidewalk & mattress in grass. Also broken glass from smashed windows remains on sidewalk.”
- c. “Property owner will not cut grass / remove weeds.”

True and correct copies of the May 10, 2019 Non-Traffic Citations are attached, collectively, as **Exhibit 31**.

146. Notably, Lanalex’s Plan included that detail, but Trafford refused to act on the Plan despite this Honorable Court’s Order.

147. On May 21, 2019, this Honorable Court held a Status Conference in which the parties participated.

148. This Honorable Court directed Trafford to issue the Permit to Lanalex immediately.

149. Specifically, this Honorable Court’s May 31, 2019 Order directed:

- a. “Defendant Trafford Borough shall immediately issue the requested demolition permit to Plaintiff Lanalex Cloyd, Inc.”;
- b. “Plaintiff Lanalex Cloyd, Inc. shall begin work, in accordance with the permit, with the involvement of on-site contractors, within thirty (30) days of the issuance of the demolition permit”;
- c. “Plaintiff Lanalex Cloyd, Inc. shall strictly comply with this time requirement or face possible sanctions”;
- d. “Defendant Trafford Borough shall issue a building permit to Plaintiff Lanalex Cloyd, Inc. thereafter, provided that the Plaintiff’s application is in compliance with all Building Code regulations and requirements”;
- e. “Defendant Trafford Borough shall withdraw without prejudice any and all pending charges against Plaintiff Lanalex Cloyd, Inc. which have been filed with Magisterial District Justice Helen M. Kistler”;
- f. “Plaintiff Lanalex Cloyd, Inc. shall take immediate measures to secure the entrance and building where persons may enter until demolition work begins in accordance with this Order.”

See May 31, 2019 Order.

150. On May 31, 2019, Trafford withdrew the May 10, 2019 Citations.

151. On June 6, 2019, Trafford informed Lanalex’s undersigned counsel that the Permit had been issued and could be picked up. A true and correct copy of counsel’s June 6, 2019 email exchange is attached as **Exhibit 32**.

152. On June 6, 2019, Lanalex went to the Borough Building and learned that Trafford had not issued the Permit. *See* Ex. 32.

153. When counsel informed Trafford that the Permit was not available, Trafford’s Solicitor then informed counsel that he had to obtain the Permit from McVicker – meaning the Permit was never available to be picked up at the Borough Building. *See* Ex. 32.

154. On June 6, 2019, McVicker and CEA issued a Commercial Demolition Permit (“**Permit**”) to Lanalex for “Demolition of Parapet Only.” A true and correct copy of the Permit is attached as **Exhibit 33**.

155. On June 7, 2019, following a conversation with Lanalex’s counsel, Trafford, through its Solicitor, sent a letter to Lanalex confirming that the Permit that McVicker and CEA issued on June 6, 2019 was erroneous and not limited to demolition of the parapet only, but rather included all of the following work set forth in Lanalex’s Application:

- a. Removal of parapet wall, chimneys, and collapsed portion of building interior;
- b. Replacement of roof membrane, damaged roof elements, and Fifth Street sidewalk;
- c. Bracing of exterior wall in collapse portion of the building.

A true and correct copy of the June 7, 2019 letter is attached as **Exhibit 34**.

I. Lanalex Finally Begins Work and Discovers That Defendants’ Delays Have Caused the Building to Deteriorate Beyond Repair

156. By June 19, 2019, less than two weeks after Trafford issued the Permit and within the 30-day period required by the May 31, 2019 Order, Lanalex commenced select demolition work pursuant to the Permit.

157. Lanalex also secured the entrances to the Building in accordance with the May 31, 2019 Order.

158. Due to the substantial delay in the issuance of the Permit (despite the Court Order directing its issuance), Lanalex learned that the structure sustained significant additional damage that remained unknown until Lanalex’s contractor (“**Contractor**”) initiated work.

159. Lanalex’s Contractor’s demolition work continued to progress but was delayed by weather and an emergency impacting the Contractor in North Carolina.

160. Unbeknownst to Lanalex, the Contractor left the project around Labor Day to attend to property damage sustained in North Carolina from a major hurricane.

161. During the Contractor's absence, the Building remained unprotected from the elements and sustained damage to the structural integrity of the roof structure and walls.

162. On September 6, 2019, Trafford's Solicitor contacted Lanalex's undersigned counsel (1) to complain that "no work" had been performed on the Building, and (2) to complain that the Building's middle chimney was about to fall on the street. Both of the statements were false. A true and correct copy of counsel's September 9, 2019 email exchange is attached as **Exhibit 35**.

163. Lanalex, through its undersigned counsel, replied that the demolition was proceeding along pursuant to the Permit and that the chimney(s) were part of Lanalex's demolition plan and that there was no danger of the chimney(s) falling to the street side because the Contractor intended for it to fall to the interior. *See Ex. 35*.

164. Despite receiving Lanalex's assurance that the demolition work was proceeding along, Trafford proceeded to engage in more unnecessary motions practice before this Honorable Court in an effort to put more pressure on Lanalex as part of Trafford's Scheme.

165. On September 16, 2019, Trafford provided Lanalex with notice of Trafford's intent to present a Motion for Expedited Status Conference to this Honorable Court. A true and correct copy of counsel's September 16, 2019 email including the Motion for Expedited Status Conference is attached as **Exhibit 36**.

166. In its Motion for Expedited Status Conference Trafford alleged that the condition of the Building was continuing to deteriorate, alleged that "the demolition & rehabilitation work has dragged on with no foreseeable conclusion and the residents of Trafford are at risk of further

collapse of the structure,” and requested that this Honorable Court schedule an expedited status conference. *See* Ex. 36.

167. On September 17, 2019, in order to understand Trafford’s position as set forth in its Motion for Expedited Status Conference, Lanalex, through its undersigned counsel, requested that Trafford provide all documentation and a fuller explanation of Trafford’s concerns. A true and correct copy of the September 17, 2019 email is attached as **Exhibit 37**.

168. Trafford ignored Lanalex’s request.

169. Rather than (a) meet with Lanalex’s counsel in the first instance, or (b) provide counsel the requested information needed for a discussion of the alleged concerns, Trafford informed a high-profile reporter at the Tribune-Review of the presentation of the Motion, yet another example of Trafford’s bad faith in dealing with Lanalex.

170. On October 8, 2019, the parties participated in a Status Conference before this Honorable Court.

171. At the time of the October 8, 2019 Status Conference, this Honorable Court entered an Order directing that:

- a. “All parties . . . along with any other available necessary individual, shall appear at 2:00 p.m. on October 8, 2019 at the offices of James W. Creenan, Esquire for an emergency planning meeting regarding the stability of the structure located at 501 Cavitt Avenue, Trafford, Pennsylvania.”
- b. “Plaintiff Lanalex Cloyd, Inc. shall have a structural engineer on site at 501 Cavitt Avenue by 5:00 p.m. on Wednesday, October 9, 2019 to assess the stability of the structure.”
- c. “Plaintiff Lanalex Cloyd, Inc. shall obtain a determination by said structural engineer of the necessary immediate steps to provide for the safety and stability of the structure and/or its possible demolition by 5:00 p.m. on Thursday, October 10, 2019.”

See Oct. 8, 2019 Order.

172. In accordance with this Honorable Court's October 8, 2019 Order, the parties met at undersigned counsel's office on October 8, 2019 at 2:00 p.m.

173. During the October 8, 2019 meeting, Lanalex and its undersigned counsel asked Trafford's representatives whether Trafford could provide Lanalex with any assistance toward efforts to stabilize or demolish the Building.

174. Trafford's sole and complete answer was that it would supply names of demolition contractors.

175. Based on the urgent nature of the potentially dangerous conditions, Lanalex took prompt action to assess the requirements for the stabilization of the Building.

176. Lanalex's engineers determined that the cost of stabilization to prevent possible collapse could exceed six figures while they anticipated the estimate demolition to cost approximately \$30-50,000.00.

177. These costs increased due to Trafford's delays.

178. On October 10, 2019, in accordance with this Honorable Court's October 8, 2019 Order, Lanalex submitted to this Honorable Court and counsel a report prepared by a structural engineer. A true and correct copy of Lanalex's October 10, 2019 report is attached as **Exhibit 38**.

179. On October 10, 2019, the Borough's counsel submitted a report prepared by a structural engineer that the Borough retained and presented to this Honorable Court an Emergency Motion for Special Relief wherein the Borough requested that this Honorable Court "put a time frame for completion of the demolition in place" A true and correct copy of counsel's October 10, 2019 letter including the report and Emergency Motion are attached as **Exhibit 39**.

180. On October 10, 2019, upon consideration of the Borough's Emergency Motion for Special Relief, this Honorable Court entered an Order directing that:

- a. "Plaintiff shall contract with a demolition company to secure the safe demolition of the structure located at 501 Cavitt Avenue and shall submit application to Trafford for an emergency demolition permit along with proper proofs of insurance no later than 5:00 p.m. Friday, October 11, 2019."
- b. "Trafford shall issue the demolition permit within 24 hours of application."
- c. "Demolition shall thereafter be complete with the structure on the ground no later than 5:00 p.m. Friday, October 18, 2019."

See Oct. 10, 2019 Order.

181. On October 11, 2019, upon receipt of the Emergency Motion, Lanalex's undersigned counsel advised the Borough's counsel that Lanalex was actively searching for a demolition contractor and requested that the Borough allow Lanalex some more time to find a contractor. A true and correct copy of counsel's October 11, 2019 email exchange is attached as **Exhibit 40**.

182. Lanalex's actual demolition estimates proved to be substantially greater than estimated.

183. The sole estimate that Lanalex was able to obtain from a demolition contractor was \$138,500.00 - \$148,500.00.

184. Therefore, despite numerous efforts to secure a contractor, Lanalex was unable to secure a demolition contractor to perform the demolition as set forth in the October 10, 2019 Order.

185. On October 11, 2019, Lanalex submitted a Motion for Reconsideration of the October 10, 2019 Order requesting that this Honorable Court reconsider the deadlines imposed in the October 10, 2019 Order and provide a reasonable amount of time for Lanalex to find and retain a demolition contractor, submit the demolition permit, and complete the demolition.

186. On October 11, 2019, this Honorable Court entered an Order denying Lanalex's Motion for Reconsideration. *See* Oct.11, 2019 Order.

187. On October 12, 2019, Lanalex sent a letter to the Borough wherein Lanalex notified the Borough of its liability and authorized the Borough to take whatever action it deems necessary, without prejudice to Lanalex's rights against the Borough, for the Borough to stabilize or demolish the structure at its own cost. A true and correct copy of the October 12, 2019 letter is attached as **Exhibit 41**.

188. On October 15, 2019, Lanalex filed and served upon this Honorable Court a Notice setting forth Lanalex's efforts to comply with the October 8, 2019 and October 10, 2019 Orders. *See* Notice, Oct. 15, 2019.

189. On October 15, 2019, Trafford's Solicitor submitted a Response to Lanalex's Motion for Reconsideration and Counter-Motion for Contempt. *See* Resp. to Mot. for Recons. and Counter-Mot. for Contempt, Oct. 15, 2019.

190. On October 15, 2019, this Honorable Court entered an Order of Court directing that:

- a. "Should Lanalex Cloyd, Inc. fail to confirm demolition by 5:00 p.m. on October 16, 2019, then Trafford Borough shall immediately direct the demolition of the building by 5:00 p.m. October 18, 2019.";
- b. "In the alternative, Lanalex Cloyd, Inc. and/or the Borough of Trafford shall at a minimum bring down the external wall siding the Route 130 corridor to the interior of the remaining building until expedited complete demolition can occur at the nearest possible time in accordance with the Court's prior orders and directives.";
- c. "The Borough of Trafford shall be able to seek relief in the case at bar to amend their pleadings to recover any expenditures related to the herein ordered demolition should Lanalex Cloyd fail to perfect the Court ordered demolition unilaterally.";

- d. “Lanalex Cloyd, Inc. shall not be prejudiced in any fashion as to recovery through ongoing litigation in the case at bar and/or any other case or cause of action against Trafford Borough.”

See Oct. 15, 2019 Order.

191. On October 16, 2019, Lanalex advised Trafford that Lanalex was unable to secure a demolition contractor and thus Trafford should proceed with the demolition. A true and correct copy of the October 16, 2019 letter is attached as **Exhibit 42**.

J. Trafford Demolishes the Building

192. Upon information and belief, Trafford secured funding from a Westmoreland County agency for the demolition of the Building.

193. Upon information and belief, Trafford arranged for the demolition of the Building.

194. Upon information and belief, Trafford demolished the Building in November 2019.

195. Defendants conduct of delaying Lanalex’s development of the Building exacerbated the damage to the Building’s foundation and utility services.

196. Had Trafford simply issued the required permit to Lanalex without delay as Trafford was obligated to do by law and by this Honorable Court’s Order, the Building would have been secured without significant damage or need for emergency stabilization or total demolition.

197. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker and/or CEA engaged in a pattern of conduct that demonstrated an intent to inhibit Lanalex’s ability to use and develop its Property.

198. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker and/or CEA acted with the intent to harass, delay, and harm Lanalex.

199. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker and/or CEA refused to deal with Lanalex in good faith, but rather repeatedly acted in bad faith in dealing with Lanalex.

200. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker and/or CEA's intentional actions to delay Lanalex's development of the Property caused the Property to deteriorate to the point of no longer being economically feasible to repair the Property.

201. As a result of Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker and/or CEA's conduct, Lanalex has sustained the following damages:

- a. loss of use of the funds committed to the Sewer Bond;
- b. loss of use of the Building;
- c. engineering costs;
- d. legal fees; and,
- e. loss of the Building.

K. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA Do Not Enjoy Immunity Under the Political Subdivision Tort Claims Act

202. Lanalex's claims against Trafford arise out of Trafford's interference with Lanalex's rights to its real property.

203. Lanalex's claims against Trafford arise out of Trafford's exercise of its authority over utilities, and specifically sanitary sewers.

204. As Lanalex's claims against Trafford involve real property and utilities, Trafford does not enjoy immunity under the Political Subdivision Tort Claims Act. 42 Pa. C.S. §§ 8541-8542.

205. Pursuant to the Act,

In any action against a local agency or employee thereof for damages on account of an injury caused by the act of the employee in which it is judicially determined that the act of the employee caused the injury and that such act constituted a crime, actual fraud, actual malice or willful misconduct, the provisions of sections 8545 (relating to official liability generally), 8546 (relating to defense of official immunity), 8548 (relating to indemnity) and 8549 (relating to limitation on damages) shall not apply.

42 Pa.C.S. § 8550.

206. “Willful misconduct, for the purposes of tort law, has been defined by our Supreme Court to mean conduct whereby the actor desired to bring about the result that followed or at least was aware that it was substantially certain to follow, so that such desire can be implied. King v. Breach, 115 Pa. Commw. 355, 366-67, 540 A.2d 976, 981 (1988) (citing Evans v. Philadelphia Transportation Company, 418 Pa. 567, 212 A.2d 440 (1965)). “In other words, the term ‘willful misconduct’ is synonymous with the term ‘intentional tort.’” Id. (citing W. Prosser, Handbook of The Law of Torts, 31 (4th ed. 1971)).

207. At all times material hereto, Sahar acted willfully, intentionally, and with malice.

208. At all times material hereto, Sahar acted with the intent to interfere with Lanalex’s use of its Property.

209. At all times material hereto, Sahar acted with the intent to deprive Lanalex of its Property.

210. At all times material hereto, Sahar acted with the intent to deprive Lanalex of its funds deposited as the Bond.

211. At all times material hereto, Sahar acted with the intent to cause financial harm to Lanalex.

212. At all times material hereto, Sahar acted with the intent to harass Lanalex.

213. At all times material hereto, Stack acted willfully, intentionally, and with malice.

214. At all times material hereto, Stack acted with the intent to interfere with Lanalex’s use of its Property.

215. At all times material hereto, Stack acted with the intent to deprive Lanalex of its Property.

216. At all times material hereto, Stack acted with the intent to deprive Lanalex of its funds deposited as the Bond.

217. At all times material hereto, Stack acted with the intent to cause financial harm to Lanalex.

218. At all times material hereto, Stack acted with the intent to harass Lanalex.

219. At all times material hereto, Hockenberry acted willfully, intentionally, and with malice.

220. At all times material hereto, Hockenberry acted with the intent to interfere with Lanalex's use of its Property.

221. At all times material hereto, Hockenberry acted with the intent to deprive Lanalex of its Property.

222. At all times material hereto, Hockenberry acted with the intent to deprive Lanalex of its funds deposited as the Bond.

223. At all times material hereto, Hockenberry acted with the intent to cause financial harm to Lanalex.

224. At all times material hereto, Hockenberry acted with the intent to harass Lanalex.

225. At all times material hereto, Shoub acted willfully, intentionally, and with malice.

226. At all times material hereto, Shoub acted with the intent to interfere with Lanalex's use of its Property.

227. At all times material hereto, Shoub acted with the intent to deprive Lanalex of its Property.

228. At all times material hereto, Shoub acted with the intent to deprive Lanalex of its funds deposited as the Bond.

229. At all times material hereto, Shoub acted with the intent to cause financial harm to Lanalex.

230. At all times material hereto, Shoub acted with the intent to harass Lanalex.

231. At all times material hereto, McVicker and CEA acted willfully, intentionally, and with malice.

232. At all times material hereto, McVicker and CEA acted with the intent to interfere with Lanalex's use of its Property.

233. At all times material hereto, McVicker and CEA acted with the intent to deprive Lanalex of its Property.

234. At all times material hereto, McVicker and CEA acted with the intent to deprive Lanalex of its funds deposited as the Bond.

235. At all times material hereto, McVicker and CEA acted with the intent to cause financial harm to Lanalex.

236. At all times material hereto, McVicker and CEA acted with the intent to harass Lanalex.

237. Because Sahar, Stack, McVicker, Hockenberry, Shoub, and CEA acted willfully, intentionally, and with malice, Sahar, Stack, McVicker, Hockenberry, Shoub, and CEA do not enjoy immunity under the Political Subdivision Tort Claims Act. 42 Pa. C.S. § 8550.

**COUNT I – VIOLATION OF FOURTEENTH AMENDMENT RIGHT TO
PROCEDURAL DUE PROCESS PURSUANT TO 42 U.S.C. § 1983**

Lanalex Cloyd, Inc.

v.

Trafford Borough, Richard Sahar, Ashley Stack, Dennis Hockenberry, Casey Shoub, Craig I. McVicker, individually and d/b/a CEA Code Enforcement Agency, and CEA Code Enforcement Associates, LLC d/b/a CEA Code Enforcement Agency

238. Lanalex incorporates the preceding paragraphs as though set forth herein at length.

239. At all times material hereto, Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA acted under color of state law.

240. Lanalex has a right to own, use, and possess its Property.

241. Lanalex has a right to own, use, and possess its Bond.

242. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's improper retention of Lanalex's Bond has deprived Lanalex of its ownership, use, and possession of its funds.

243. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's actions deprived Lanalex of its ownership, use, and possession of the Property.

244. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's failure and refusal to issue Lanalex the permits it required to address Trafford's concerns deprived Lanalex of its rights to the Property.

245. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's actions and/or inactions deprived Lanalex of its use and enjoyment of its Property up to and including a total loss of the Building.

246. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA deprived Lanalex of its ownership, use, and possession of the Property without affording Lanalex adequate procedure.

247. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA refused to process Lanalex's permit applications.

248. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA refused to communicate with Lanalex regarding the status of its permit applications.

249. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA refused to provide Lanalex with notice of any issues that Trafford required to be resolved with Lanalex's permit applications in order to process the applications thereby depriving Lanalex of the opportunity to remedy such issues.

250. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA refused to communicate with Lanalex except for sending violation notices and notice of the Defendants' intent to proceed with motions practice before the Court.

251. Defendants' violation notices only contained quoted language from Trafford's Code and did not provide any explanation or details of the issues with the Property.

252. Additionally, Defendants' motions contained only incorrect allegations and conclusory statements.

253. Defendants failed and refused to respond to Lanalex's requests for information and detail to better understand Defendants' position set forth in the violation notices and motions.

254. Trafford, Stack, McVicker, and CEA arbitrarily made the decision to deny Lanalex's permit Application upon receipt of the Application without even reviewing or considering the Application.

255. Trafford, Sahar, Stack, Hockenberry, McVicker, Shoub, and CEA's failure to respond to or communicate with Lanalex deprived Lanalex of due process.

256. Trafford, Stack, McVicker, and CEA's failure to review or consider Lanalex's Application deprived Lanalex of due process.

257. Pursuant to 42 U.S.C. § 1988, Lanalex respectfully requests an award of its attorney's fees.

WHEREFORE, Plaintiff Lanalex Cloyd, Inc. respectfully requests that this Honorable Court enter judgment in favor of Plaintiff Lanalex Cloyd, Inc. and against Defendants Trafford Borough, Richard Sahar, Ashley Stack, Dennis Hockenberry, Casey Shoub, Craig I. McVicker, individually and d/b/a CEA Code Enforcement Agency, and CEA Code Enforcement Associates, LLC d/b/a CEA Code Enforcement Agency in an amount in excess of the jurisdictional limits of compulsory arbitration, plus costs, attorney fees, interest and such other relief as this Honorable Court deems fair and just.

**COUNT II – VIOLATION OF FOURTEENTH AMENDMENT RIGHT TO
SUBSTANTIVE DUE PROCESS PURSUANT TO 42 U.S.C. § 1983**

Lanalex Cloyd, Inc.

v.

*Trafford Borough, Richard Sahar, Ashley Stack, Dennis Hockenberry, Casey
Shoub, Craig I. McVicker, individually and d/b/a CEA Code Enforcement
Agency, and CEA Code Enforcement Associates, LLC d/b/a CEA Code
Enforcement Agency*

258. Lanalex incorporates the preceding paragraphs as though set forth herein at length.

259. At all times material hereto, Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA acted under color of state law.

260. Lanalex has a right to own, use, and possess its Bond.

261. Lanalex has a right to own, use, and possess its Property.

262. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's improper retention of Lanalex's Bond has deprived Lanalex of its ownership, use, and possession of its funds.

263. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's actions deprived Lanalex of its ownership, use, and possession of the Property.

264. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's refusal to issue Lanalex's the permits it required to address Trafford's concerns and to repair the condition of the Property deprived Lanalex of its rights to its Property.

265. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's actions and/or inactions ultimately caused the condition of the Building to deteriorate such that the Building needed to be demolished.

266. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's actions and/or inactions deprived Lanalex's Property of economic value.

267. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's actions were arbitrary and capricious.

268. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's actions constitute an egregious abuse of governmental power.

269. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's actions shock the conscience.

270. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's actions and/or inactions deprived Lanalex of due process.

271. Pursuant to 42 U.S.C. § 1988, Lanalex respectfully requests an award of its attorney's fees.

WHEREFORE, Plaintiff Lanalex Cloyd, Inc. respectfully requests that this Honorable Court enter judgment in favor of Plaintiff Lanalex Cloyd, Inc. and against Defendants Trafford Borough, Richard Sahar, Ashley Stack, Dennis Hockenberry, Casey Shoub, Craig I. McVicker, individually and d/b/a CEA Code Enforcement Agency, and CEA Code Enforcement Associates, LLC d/b/a CEA Code Enforcement Agency in an amount in excess of the jurisdictional limits of

compulsory arbitration, plus costs, attorney fees, interest and such other relief as this Honorable Court deems fair and just.

COUNT III – VIOLATION OF FIFTH AMENDMENT TAKINGS
CLAUSE PURSUANT TO 42 U.S.C. § 1983

Lanalex Cloyd, Inc.

v.

Trafford Borough, Richard Sahar, Ashley Stack, Dennis Hockenberry, Casey Shoub, Craig I. McVicker, individually and d/b/a CEA Code Enforcement Agency, and CEA Code Enforcement Associates, LLC d/b/a CEA Code Enforcement Agency

272. Lanalex incorporates the preceding paragraphs as though set forth herein at length.

273. At all times material hereto, Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA acted under color of state law.

274. At all times material hereto, Lanalex owned the Property.

275. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's actions deprived Lanalex of its ownership, use, and possession of the Property.

276. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's actions and/or inactions ultimately caused the condition of the Building to deteriorate such that the Building needed to be demolished.

277. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's actions and/or inactions deprived Lanalex's Property of economic value.

278. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's actions amounted to a taking of Lanalex's property.

279. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA did not provide Lanalex with just compensation for its property.

280. Pursuant to 42 U.S.C. § 1988, Lanalex respectfully requests an award of its attorney's fees.

WHEREFORE, Plaintiff Lanalex Cloyd, Inc. respectfully requests that this Honorable Court enter judgment in favor of Plaintiff Lanalex Cloyd, Inc. and against Defendants Trafford Borough, Richard Sahar, Ashley Stack, Dennis Hockenberry, Casey Shoub, Craig I. McVicker, individually and d/b/a CEA Code Enforcement Agency, and CEA Code Enforcement Associates, LLC d/b/a CEA Code Enforcement Agency in an amount in excess of the jurisdictional limits of compulsory arbitration, plus costs, attorney fees, interest and such other relief as this Honorable Court deems fair and just.

COUNT IV – FAILURE TO TRAIN AND SUPERVISE
PURSUANT TO 42 U.S.C. § 1983

Lanalex Cloyd, Inc. v. Trafford Borough

281. Lanalex incorporates the preceding paragraphs as though set forth herein at length.

282. Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA hold positions in which they have the power to take actions that have a substantial likelihood of affecting Trafford property owners' constitutional rights.

283. Trafford failed to train Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA with respect to Trafford property owners' constitutional rights and, specifically, how to not interfere with such constitutional rights in the exercise of their authority and performance of their duties.

284. Trafford failed to supervise Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA to ensure that Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA were not interfering with Trafford property owners' constitutional rights.

285. In this matter alone, Trafford was repeatedly notified of Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's interference with Lanalex's constitutional rights.

286. Trafford failed to take any action to remedy Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's deprivation of Lanalex's rights.

287. In fact, Trafford ratified Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's conduct.

288. Pursuant to 42 U.S.C. § 1988, Lanalex respectfully requests an award of its attorney's fees.

WHEREFORE, Plaintiff Lanalex Cloyd, Inc. respectfully requests that this Honorable Court enter judgment in favor of Plaintiff Lanalex Cloyd, Inc. and against Defendant Trafford Borough in an amount in excess of the jurisdictional limits of compulsory arbitration, plus costs, attorney fees, interest and such other relief as this Honorable Court deems fair and just.

**COUNT V – DEPRIVATION OF RIGHTS UNDER THE PENNSYLVANIA
CONSTITUTION**

Lanalex Cloyd, Inc.

v.

*Trafford Borough, Richard Sahar, Ashley Stack, Dennis Hockenberry, Casey
Shoub, Craig I. McVicker, individually and d/b/a CEA Code Enforcement
Agency, and CEA Code Enforcement Associates, LLC d/b/a CEA Code
Enforcement Agency*

289. Lanalex incorporates the preceding paragraphs as though set forth herein at length.

290. The Pennsylvania Constitution confers the following rights:

- a. "All men are born equally free and independent, and have certain inherent and inalienable rights, among which are those of enjoying and defending life and liberty, of acquiring, possessing and protecting property and reputation, and of pursuing their own happiness," Pa. Const. Art. I, § 1;
- b. "All power is inherent in the people, and all free governments are founded on their authority and instituted for their peace, safety and happiness. For the advancement of these ends they have at all times an inalienable and indefeasible right to alter, reform or abolish their government in such manner as they may think proper," Pa. Const. Art. I, § 2;

- c. “The people shall be secure in their persons, houses, papers and possessions from unreasonable searches and seizures, and no warrant to search any place or to seize any person or things shall issue without describing them as nearly as may be, nor without probable cause, supported by oath or affirmation subscribed to by the affiant.” Pa. Const. Art. I, § 8;
- d. “All courts shall be open; and every man for an injury done him in his lands, goods, person or reputation shall have remedy by due course of law, and right and justice administered without sale, denial or delay. Suits may be brought against the Commonwealth in such manner, in such courts and in such cases as the Legislature may by law direct,” Pa. Const. Art. I, § 11;
- e. “To guard against transgressions of the high powers which we have delegated, we declare that everything in this article is excepted out of the general powers of government and shall forever remain inviolate,” Pa. Const. Art. I, § 25; and,
- f. “Neither the Commonwealth nor any political subdivision thereof shall deny to any person the enjoyment of any civil right, nor discriminate against any person in the exercise of any civil right,” Pa. Const. Art. I, § 26.

291. The Pennsylvania Constitution also includes the right to receive just compensation for the taking of property by local governments, as follows:

Municipal and other corporations invested with the privilege of taking private property for public use shall make just compensation for property taken, injured or destroyed by the construction or enlargement of their works, highways or improvements and compensation shall be paid or secured before the taking, injury or destruction.

Pa. Const. Art. X, § 4.

292. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA’s conduct deprived Lanalex of its rights conferred by the Pennsylvania Constitution.

293. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA’s conduct deprived Lanalex of its rights to its property including its Bond and Property.

294. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA’s conduct deprived Lanalex of its right to due process.

295. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's conduct deprived Lanalex of its right to be free from unreasonable searches and seizures.

296. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's conduct deprived Lanalex of its right to have Trafford act within the powers conferred upon it by the Pennsylvania Constitution.

297. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's conduct deprived Lanalex of its right to not have Trafford discriminate against Lanalex in the exercise of its rights to its property.

298. As a result of Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's conduct, Lanalex was deprived of its ownership, use, and possession of its Bond and its Property.

299. Trafford's actions amounted to a taking of Lanalex's property.

300. Trafford deprived Lanalex of its right to just compensation for the taking of Lanalex's property.

WHEREFORE, Plaintiff Lanalex Cloyd, Inc. respectfully requests that this Honorable Court enter judgment in favor of Plaintiff Lanalex Cloyd, Inc. and against Defendants Trafford Borough, Ashley Stack, Dennis Hockenberry, Casey Shoub, Craig I. McVicker, individually and d/b/a CEA Code Enforcement Agency, and CEA Code Enforcement Associates, LLC d/b/a CEA Code Enforcement Agency in an amount in excess of the jurisdictional limits of compulsory arbitration, plus costs, attorney fees, interest and such other relief as this Honorable Court deems fair and just.

COUNT VI – NEGLIGENCE

Lanalex Cloyd, Inc.

v.

Richard Sahar, Ashley Stack, Dennis Hockenberry, Casey Shoub, Craig I. McVicker, individually and d/b/a CEA Code Enforcement Agency, and CEA Code Enforcement Associates, LLC d/b/a CEA Code Enforcement Agency

301. Lanalex incorporates the preceding paragraphs as though set forth herein at length.

302. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA owed a duty to Lanalex to conform to a certain standard of conduct, which, in this case was to refrain from engaging in conduct that deprived Lanalex of the ownership, use, and possession of its property.

303. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA breached the duty owed to Lanalex by engaging in conduct that deprived Lanalex of the ownership, use, and possession of its property.

304. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA's actions and/or inactions ultimately caused the condition of the Building to deteriorate such that the Building needed to be demolished.

305. As a result of Trafford, Sahar, Stack, Shoub, Hockenberry, McVicker, and CEA's actions and/or inactions, Lanalex suffered the damages set forth above.

WHEREFORE, Plaintiff Lanalex Cloyd, Inc. respectfully requests that this Honorable Court enter judgment in favor of Plaintiff Lanalex Cloyd, Inc. and against Defendants Ashley Stack, Dennis Hockenberry, Casey Shoub, Craig I. McVicker, individually and d/b/a CEA Code Enforcement Agency, and CEA Code Enforcement Associates, LLC d/b/a CEA Code Enforcement Agency in an amount in excess of the jurisdictional limits of compulsory arbitration, plus costs, attorney fees, interest and such other relief as this Honorable Court deems fair and just.

**COUNT VII – INTENTIONAL INTERFERENCE WITH PROPERTY
RIGHTS**

Lanalex Cloyd, Inc.

v.

Trafford Borough, Richard Sahar, Ashley Stack, Dennis Hockenberry, Casey Shoub, Craig I. McVicker, individually and d/b/a CEA Code Enforcement Agency, and CEA Code Enforcement Associates, LLC d/b/a CEA Code Enforcement Agency

306. Lanalex incorporates the preceding paragraphs as though set forth herein at length.

307. Sahar used his position as Borough Manager to intentionally interfere with Lanalex's rights to its Bond and its Property.

308. Sahar used his position as Borough Manager to improperly withhold Lanalex's Bond.

309. Sahar used his position as Borough Manager to withhold the permits that Lanalex required to make the repairs necessary to its Property to address Trafford's concerns.

310. Sahar used his position as Borough Manager to simultaneously prosecute Lanalex for the very code violations that Lanalex was seeking the permits to remedy.

311. Sahar's conduct interfered with Lanalex's use and enjoyment of its Property up to and including a total loss of the Building.

312. Stack used her position as Borough Manager to intentionally interfere with Lanalex's rights to its Bond and its Property.

313. Stack used her position as Borough Manager to improperly withhold Lanalex's Bond.

314. Stack used her position as Borough Manager to withhold the permits that Lanalex required to make the repairs necessary to its Property to address Trafford's concerns.

315. Stack used her position as Borough Manager to simultaneously prosecute Lanalex for the very code violations that Lanalex was seeking the permits to remedy.

316. Stack's conduct interfered with Lanalex's use and enjoyment of its Property up to and including a total loss of the Building.

317. Hockenberry used his position as Council Member to intentionally interfere with Lanalex's rights to its Bond and its Property.

318. Hockenberry used his position as Council Member to improperly withhold Lanalex's Bond.

319. Hockenberry used his position as Council Member to withhold the permits that Lanalex required to make the repairs necessary to its Property to address Trafford's concerns.

320. Hockenberry used his position as Council Member to simultaneously prosecute Lanalex for the very code violations that Lanalex was seeking the permits to remedy.

321. Hockenberry's conduct interfered with Lanalex's use and enjoyment of its Property up to and including a total loss of the Building.

322. Shoub used his position as Council Member to intentionally interfere with Lanalex's rights to its Bond and its Property.

323. Shoub used his position as Council Member to improperly withhold Lanalex's Bond.

324. Shoub used his position as Council Member to withhold the permits that Lanalex required to make the repairs necessary to its Property to address Trafford's concerns.

325. Shoub used his position as Council Member to simultaneously prosecute Lanalex for the very code violations that Lanalex was seeking the permits to remedy.

326. Shoub's conduct interfered with Lanalex's use and enjoyment of its Property up to and including a total loss of the Building.

327. McVicker and CEA used the position of Code Enforcement Officer to intentionally interfere with Lanalex's rights to its Bond and its Property.

328. McVicker and CEA used the position of Code Enforcement Officer to cause Trafford to improperly withhold Lanalex's Bond.

329. McVicker and CEA used the position of Code Enforcement Officer to withhold the permits that Lanalex required to make the repairs necessary to its Property to address Trafford's concerns.

330. McVicker and CEA used the position of Code Enforcement Officer to simultaneously prosecute Lanalex for the very code violations that Lanalex was seeking the permits to remedy.

331. McVicker and CEA's conduct interfered with Lanalex's use and enjoyment of its Property up to and including a total loss of the Building.

WHEREFORE, Plaintiff Lanalex Cloyd, Inc. respectfully requests that this Honorable Court enter judgment in favor of Plaintiff Lanalex Cloyd, Inc. and against Defendants Trafford Borough, Richard Sahar, Ashley Stack, Dennis Hockenberry, Casey Shoub, Craig I. McVicker, individually and d/b/a CEA Code Enforcement Agency, and CEA Code Enforcement Associates, LLC d/b/a CEA Code Enforcement Agency in an amount in excess of the jurisdictional limits of compulsory arbitration, plus costs, attorney fees, interest and such other relief as this Honorable Court deems fair and just.

COUNT VIII – CONVERSION

Lanalex Cloyd, Inc.

v.

Trafford Borough, Richard Sahar, Ashley Stack, Dennis Hockenberry, Casey Shoub, Craig I. McVicker, individually and d/b/a CEA Code Enforcement Agency, and CEA Code Enforcement Associates, LLC d/b/a CEA Code Enforcement Agency

332. Lanalex incorporates the preceding paragraphs as though set forth herein at length.
333. Trafford collected Lanalex's funds as the Bond.
334. Trafford became obligated to release the Bond upon Lanalex's completion of the Sewer.
335. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker and/or CEA continually imposed previously unidentified conditions on Trafford's release of the Bond.
336. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker and/or CEA have failed and refused to release Lanalex's Bond.
337. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker and/or CEA's improper withholding of the Bond has interfered with Lanalex's right to its funds deposited as the Bond to the extent that Lanalex has been completely deprived of its funds.
338. Lanalex did not consent to Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker and/or CEA's improper withholding of the Bond.
339. Rather, Lanalex has repeatedly demanded the release of the Bond.
340. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker and/or CEA are not justified in improperly withholding the Bond as Lanalex completed the repairs to the Sewer and is entitled to the return of its Bond.

WHEREFORE, Plaintiff Lanalex Cloyd, Inc. respectfully requests that this Honorable Court enter judgment in favor of Plaintiff Lanalex Cloyd, Inc. and against Defendants Trafford

Borough, Richard Sahar, Ashley Stack, Dennis Hockenberry, Casey Shoub, Craig I. McVicker, individually and d/b/a CEA Code Enforcement Agency, and CEA Code Enforcement Associates, LLC d/b/a CEA Code Enforcement Agency in an amount in excess of the jurisdictional limits of compulsory arbitration, plus costs, attorney fees, interest and such other relief as this Honorable Court deems fair and just.

COUNT IX – ABUSE OF PROCESS

Lanalex Cloyd, Inc.

v.

Trafford Borough, Richard Sahar, Ashley Stack, Dennis Hockenberry, Casey Shoub, Craig I. McVicker, individually and d/b/a CEA Code Enforcement Agency, and CEA Code Enforcement Associates, LLC d/b/a CEA Code Enforcement Agency

341. Lanalex incorporates the preceding paragraphs as though set forth herein at length.

342. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker and/or CEA issued Citations to Lanalex relating to code violations.

343. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker and/or CEA issued Citations to Lanalex knowing that Lanalex was attempting to secure a permit to address the code violations, which Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker and/or CEA deliberately and maliciously withheld.

344. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker and/or CEA issued Citations to Lanalex in bad faith for the improper purpose of harassing Lanalex and causing Lanalex to have to expend its already limited resources to fight on multiple fronts.

345. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker and/or CEA terminated the proceedings only because this Honorable Court directed that the Citations be withdrawn.

346. Lanalex unnecessarily incurred legal fees associated with obtaining an order from this Honorable Court directing the withdrawal of the Citations.

347. Lanalex unnecessarily incurred legal fees associated with defending the Citations until such time as Defendants withdrew the Citations.

WHEREFORE, Plaintiff Lanalex Cloyd, Inc. respectfully requests that this Honorable Court enter judgment in favor of Plaintiff Lanalex Cloyd, Inc. and against Defendants Trafford Borough, Richard Sahar, Ashley Stack, Dennis Hockenberry, Casey Shoub, Craig I. McVicker, individually and d/b/a CEA Code Enforcement Agency, and CEA Code Enforcement Associates, LLC d/b/a CEA Code Enforcement Agency in an amount in excess of the jurisdictional limits of compulsory arbitration, plus costs, attorney fees, interest and such other relief as this Honorable Court deems fair and just.

**COUNT X – DEMAND FOR COUNSEL FEES PURSUANT
TO 42 PA.C.S. §§ 2503(7) AND (9)**

Lanalex Cloyd, Inc.

v.

Trafford Borough, Richard Sahar, Ashley Stack, Dennis Hockenberry, Casey Shoub, Craig I. McVicker, individually and d/b/a CEA Code Enforcement Agency, and CEA Code Enforcement Associates, LLC d/b/a CEA Code Enforcement Agency

348. Lanalex incorporates the preceding paragraphs as though set forth herein at length.

349. At all times relevant hereto, Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA have failed and refused to deal with Lanalex in good faith.

350. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA consistently failed and refused to engage in meaningful discussion with Lanalex and its undersigned counsel regarding the basis of Trafford's concerns with the Property.

351. Rather, Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA consistently utterly ignored Lanalex's requests to confer to resolve matters amicably and without the need for the Court's involvement and repeatedly chose to engage in unnecessary motions

practice before this Honorable Court, thereby causing Lanalex to unnecessarily incur a significant amount of counsel fees associated with responding to and opposing Defendants' motions.

352. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA deliberately withheld the permits that Lanalex required to make repairs to the Property and to address Trafford's concerns, thereby deliberately delaying Lanalex's progress and the resolution of the legal proceedings.

353. Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA arbitrarily repeatedly rejected Lanalex's good faith, proposed plans to address Trafford's concerns either without providing an explanation or for wholly improper reasons such as Lanalex's engineer's use of commonly used engineering terms.

354. Defendants defied this Honorable Court's direction to "give every deference [Defendants] can to allow for the construction to proceed in an effort to resolve the matter" by denying Lanalex's Application purportedly pursuant to Act 90.

355. Defendants continually imposed additional, arbitrary conditions on the release of Lanalex's Bond.

356. Throughout the course of Lanalex's ownership of the Property and specifically throughout the course of this litigation, Trafford, Sahar, Stack, Hockenberry, Shoub, McVicker, and CEA have engaged in a pattern of conduct that is totally at odds with resolving the matter.

357. Throughout the course of Lanalex's ownership of the Property and specifically throughout the course of this litigation, Trafford, Sahar, Stack, Shoub, Hockenberry, McVicker, and CEA have engaged in a pattern of arbitrary, dilatory, obdurate, and vexatious conduct which has caused Lanalex to unnecessarily incur a significant amount of counsel fees and costs.

358. Pursuant to 42 Pa. C.S. § 2503(7) and (9), Lanalex is entitled to recover its reasonable counsel fees.

WHEREFORE, Plaintiff Lanalex Cloyd, Inc. respectfully requests that this Honorable Court:

- a. Find that Defendants Trafford Borough, Richard Sahar, Ashley Stack, Dennis Hockenberry, Casey Shoub, Craig I. McVicker, individually and d/b/a CEA Code Enforcement Agency, and CEA Code Enforcement Associates, LLC d/b/a CEA Code Enforcement Agency engaged in dilatory, obdurate, and vexatious conduct;
- b. Find that Defendants' conduct in dealing with Lanalex Cloyd, Inc. throughout the pendency of this litigation is arbitrary, vexatious, and in bad faith;
- c. Award Plaintiff Lanalex Cloyd, Inc. its counsel fees as part of the taxable costs of this matter;
- d. enter judgment in favor of Plaintiff Lanalex Cloyd, Inc. and against Defendants Trafford Borough, Richard Sahar, Ashley Stack, Dennis Hockenberry, Casey Shoub, Craig I. McVicker, individually and d/b/a CEA Code Enforcement Agency, and CEA Code Enforcement Associates, LLC d/b/a CEA Code Enforcement Agency in an amount in excess of the jurisdictional limits of compulsory arbitration, plus costs, attorney fees, interest and such other relief as this Honorable Court deems fair and just.

Respectfully Submitted,

CREENAN & BACZKOWSKI, PC

BY: 

James W. Creenan, Esquire
Pa. Id. No. 79213

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Respectfully Submitted,

CREENAN & BACZKOWSKI, PC

BY: 

James W. Creenan, Esquire
Pa. Id. No. 79213

§ 170-19. Issuance of permit; bond.

[Amended 7-11-2000 by Ord. No. 675]

Permits for the opening of any street shall only be granted upon compliance with the following express provisions:

- A. A written application shall be filed for each and every opening and signed by the person desiring such permit from the Code Enforcement Officer, which shall be granted upon depositing with the borough the amount as set forth from time to time by resolution of the Borough Council. The application shall set forth the purpose of the opening, extent, size, location of same, date or dates and time such opening is to be permitted, and the date and time such opening shall be refilled and temporarily resurfaced in the manner hereinafter provided and shall provide that the applicant shall faithfully comply with every provision of this article. All applications shall be accompanied by a plan or sketch showing the exact location, character and dimensions of the proposed opening for the installation of new work or the location of the alteration involving changes in the location of pipes, conduct, wires or structures incidental thereto.
- B. Prior to the issuing of such permit, every applicant shall pay the borough the amount hereinafter required and for the purposes provided. No permit shall be granted to any applicant unless the applicant has paid all moneys then due the borough for prior excavations made or for any loss, damages or expenses in any manner occasioned by or arising from the work done by the applicant under the provisions of this article.
- C. No permits shall be granted in any case until the applicant shall have executed and delivered to the borough a bond in the amount hereinafter fixed, with good surety shall be either an approved surety or trust company or an individual who shall be the owner of real estate in Westmoreland County and/or Allegheny County, reasonable worth over and above all debts and encumbrances at least double the amount of such bond. The amount of the bond shall be viz: \$1,000 for each opening, \$10,000 for an indefinite number of openings and bond shall be given up to the condition that the principal will indemnify and save harmless the borough from any loss, damage or expense whatsoever, in any manner occasioned by or arising from the opening of any street or work done in consequence thereof or the manner of doing such work; and the bond shall remain in force for a period of 24 months after the permanent resurfacing of each opening.

§ 170-20. Insurance.

An applicant shall file a properly executed certificate of insurance with the borough and verify that the applicant is insured against claims for personal injury as well as against claims for property damaged which may arise from or out of the performance of the excavation work, whether such performance be by the applicant or by anyone directly or indirectly employed by such. Such insurance shall include protection against a liability arising from completed operations, underground utility damage and collapse of any property. Liability insurance for bodily injury shall be in an amount not less than \$300,000 for each accident and for property damages an amount not less than \$100,000. Failure of an applicant to file a certificate of insurance shall be sufficient reason for denying said permit. The applicant shall save harmless the borough from any and all damages and liability by reason of personal injury or property damage arising from work done by the applicant under the provisions of this article.

§ 170-21. Fees.



Joanne Parise

From: Craig McVicker <c.mcvicker@cea-code.com>
Sent: Thursday, May 19, 2016 11:24 AM
To: Jim Creenan; boroughmanager@traffordborough.com
Subject: RE: Yeager Property Violations

Mr. Creenan

Trafford Borough will agree to release the bond provided the work being performed passes the sanitary final inspections. Additionally, we need the information and schedule of work efforts by an approved contractor. This should include the sidewalk repair as well.

Get [Outlook for Android](#)

On Thu, May 19, 2016 at 6:52 AM -0700, "Jim Creenan" <jcreean@cbattorneys.com> wrote:

Obviously, we need the Borough's agreement on the manner to proceed before we can commit the contractor to a schedule. Is the concept acceptable? If so, we can provide further details.

From: Craig McVicker [mailto:c.mcvicker@cea-code.com]
Sent: Thursday, May 19, 2016 9:47 AM
To: Jim Creenan; boroughmanager@traffordborough.com
Subject: RE: Yeager Property Violations

Mr. Creenan,

On behalf of the Borough of Trafford, what is Mr. Yeager's timeline for completion, contractor name and information including proof of Workman's Compensation providing the services as well.
Craig I. McVicker, BCO

From: Jim Creenan [mailto:jcreean@cbattorneys.com]
Sent: Thursday, May 19, 2016 7:54 AM
To: boroughmanager@traffordborough.com; Craig McVicker <c.mcvicker@cea-code.com>
Subject: RE: Yeager Property Violations

Mr. Sahar and Mr. McVicker,

I wish to confirm and obtain your agreement on a plan of action.

In short, Mr. Yeager will contract to have the sewer line lined and then backfill any prior excavations. At that time, the Borough will release his bond. Mr. Yeager will then repair the the 25 foot section of sidewalk, enabling the removal of he fencing/barriers.

Please advise if this is accetapble.

Separately, Mr. Yeager has a need to meet about a sewer bill, but I do not believe my assistance is necessary.

I look forward to your response.

Thank you,

Jim

From: boroughmanager@traffordborough.com [mailto:boroughmanager@traffordborough.com]
Sent: Tuesday, May 10, 2016 11:52 AM
To: Craig McVicker; Jim Creenan
Subject: RE: Yeager Property Violations

Mr Yeager canceled a meeting to be held last Friday May 6th. He has not rescheduled a meeting at this time.

Rich Sahar, Manager
Trafford Borough
412.646.1721
boroughmanager@traffordborough.com

----- Original Message -----

Subject: RE: Yeager Property Violations
From: Craig McVicker <c.mcvicker@cea-code.com>
Date: Tue, May 10, 2016 11:28 am
To: Jim Creenan <jcreeanan@cbattorneys.com>
Cc: "boroughmanager@traffordborough.com"
<boroughmanager@traffordborough.com>

Mr. Creenan,

Noted and accepted.

Craig

From: Jim Creenan [mailto:jcreeanan@cbattorneys.com]
Sent: Tuesday, May 10, 2016 11:27 AM
To: Craig McVicker <c.mcvicker@cea-code.com>
Cc: boroughmanager@traffordborough.com
Subject: RE: Yeager Property Violations

Sir-

Mr. Yeager has asked me to meet with him in advance of a meeting with borough. I plan to meet later this week. I understand The meeting with the borough manager will take place within the next week or so.

I request that no action be taken until we've all had an opportunity to review and discuss these issues.

Thanks,

Jim

From: Craig McVicker [<mailto:c.mcvicker@cea-code.com>]
Sent: Tuesday, May 10, 2016 11:11 AM
To: Jim Creenan
Cc: boroughmanager@traffordborough.com
Subject: Yeager Property Violations

Dear Attorney Creenan,

As per your request, I resubmitted additional evidence of the Violations located at 501 Cavitt Avenue in Trafford on April 28, 2016. I still have heard no response from Mr. Yeager or any party as to the acceptance of violation and course of action to this date. I am preparing the issuance of Citation under the Commonwealth pursuant to the code. In an effort to avoid the Citation, please respond with a course of action for this matter.

Craig I. McVicker, BCO

Frgh#qirufhp hqwD jhqf|
1633 Route 51 – Suite 100
Jefferson Hills, PA 15025
(412) 405-8231

www.cea-code.com

Trafford

Borough

Public Hearing

May 5, 2015

6:00 PM

I Call To Order 6:00pm

Council president Jay Race called the Public Hearing to order on Tuesday, May 5, 2015 at 6:00pm.

II Moment Silence & Pledge Of Allegiance

The group participated in a Moment of Silence and the Pledge of Allegiance.

III Roll Call

Borough Secretary Nina Solivan took roll: Councilmen in attendance were, Councilman Cardiff, Councilman Hockenberry, Councilman Ledwich, Councilman Race, and Councilman Shoub. Absent were Councilman Mellon and, Councilman Schultz. Others in attendance were Mayor Rey Peduzzi, and Solicitor Craig Alexander of Bruce Dice & Associates.

With reference to property and/or structures located upon the property that have been declared abandoned, dilapidated and/or nuisance structures. The said properties in Trafford, PA are as follows:

Lanalex Cloyd Inc.	501 Cavitt Ave	Map #: 36-03-03-0-490-00-000
Robert J Cromer	315-317 5 th St.	Map #: 36-03-03-0-162-00-000
Lucas Mina ETAL	635 6 th St.	Map #: 36-01-16-0-120-00-000
James Bruno	90 1 st St.	Map #: 36-03-03-0-498-00-000

Public Comment:

Rose Froline 505 Duquesne Avenue: Both buildings 501 Cavitt and 315-317 5th street In the winter the down spouts cause a public hazard the water pours onto the sidewalk and it freezes causing the sidewalk to become a sheet of ice and impassable. The windows on the bank building are falling out, it's an eye sore. There is a tree growing out of the chimney. The purchaser has done nothing to restore the structure. It is a historical building and hate to say tear it down but as far as renovations go it is probably to the point where it is cost prohibiting, if something isn't done soon it needs to be torn down.

Jim Bruno 307 Edgewood Avenue: Owner of 90 1st Street, states he has buyers interested in purchasing the property as is. States the property looks the way it does due to the fire department going into the home and practicing drills without Mr. Bruno's permission and destroyed the interior and exterior.

Mayor Peduzzi: Born in Trafford over the years these properties have deteriorated and nothing has been done to correct the issues. In order for the community to move forward we have to take the direction and tear down these dilapidated buildings.

Councilman Ledwich made a motion to adjourn seconded by Councilman Hockenberry. MC Adjourned at 6:23pm.

EXHIBIT

3

P.O. Box 196
Trafford, PA 15085

412.372.7652 (p)
412.372.7654 (f)

traffordborough@comcast.net
www.traffordpa.com

Trafford

Borough

Regular Monthly Meeting

May 5, 2015

7:00pm

I. Call To Order 7:00pm

Council President Jay Race called the regular monthly meeting to order at 7:00pm on Tuesday, May 5, 2015.

II. Moment Silence & Pledge Of Allegiance

The group participated in a moment of Silence and the Pledge of Allegiance.

III. Roll Call

Borough Secretary Nina Solivan took roll: Councilmen in attendance were, Councilman Cardiff, Councilman Hockenberry, Councilman Ledwich, Councilman Mellon, Councilman Race, and Councilman Shoub. Absent Councilman Schultz. Others in attendance were Mayor Rey Peduzzi, Borough Solicitor Craig Alexander of Bruce Dice & Associates, Borough Engineer Don Glenn of Glenn Engineering, Public Works Foreman Bill Sadler, and Emergency Management Coordinator Frank Turoczy.

IV Notice of Executive Session held May 2, 2015 in Borough Conference Room for matters of personnel

V Minutes from Regular Monthly Meeting held April 7, 2015

- A First: Councilman Cardiff
- B Second: Councilman Ledwich
- C Public Comment
No Comment.
- D Motion Pass [X] YES or NO

VI Minutes from Special Meeting April 16, 2015

- A First: Councilman Hockenberry
- B Second: Councilman Cardiff
- C Public Comment
No Comment.
- D Motion Pass [X] YES or NO

VII Payment of Bills

- A First: Councilman Shoub
- B Second: Councilman Mellon
- C Public Comment
No Comment.
- D Motion Pass [X] YES or NO

VIII Motion to hire Richard Sahar, contingent upon criminal background check

- A First: Councilman Ledwich
- B Second: Councilman Cardiff
- C Public Comment
No comment
- D Motion Pass [X] YES or NO

- Craig Alexander mentioned Mr. Sahar was capable of starting on 5/6/15, will the background check prohibit that. Council's response, it takes two minutes for a background check that will not prohibit his start time.



Trafford

Borough

IX Motion to advertise for Full Time & Part Time police, with approval of ad by Chief Carmen Disso

- A First: Councilman Shoub
- B Second: Councilman Ledwich
- C Public Comment
- D Motion Pass [X]YES or NO

X Report from Borough Engineer, Glenn Engineering

- A Report Submitted
 - On May 1, 2015 Glenn Engineering went and inspected a building located at 501 Cavitt Avenue the sidewalk along 5th street has collapsed. The support beams are severely rusted and are being held up with temporary jacks. The sidewalk has shifted down about 4' inches and is falling into the basement. It is Don's recommendation to have the sidewalk be suspended of pedestrian traffic, have the sidewalk torn out and the basement support structure be rebuilt with new support beams where the void be filled in before the new sidewalk is built.
 - Don stated he attended a meeting with the Wet Weather Association during that meeting there was discussion on ALCOSAN taking over our municipal interceptors, the 10' line that connects 2 municipalities. The borough has received preliminary paperwork for this plan, Don will meet with Casey and Bill to discuss the matter.
 - Consent order 2: Gives you 18 months to come up with a plan on the reduction of storm water.
 - Consent order 3: gives you 18 months to implement that plan.
 - 7th Street Road Conditions: PennDot has seen all the patch work and has put a halt on the paving project. PennDot is looking for a new plan and a new sub base to sustain the traffic flow.
- B Public Comment
- C Glenn Engineering dismissed from meeting

XI Public Comment

- A Public Comment for all matters which the public has concern. No public comment or questions on agenda items will be received after this point.
 - Marylyn Chiprinko 106 Belleau woods Blvd:** Expressed concerns for off street parking in Belleauwoods area. Ms. Chiprinko brought in a diagram and showed council, and made the statement "if it isn't broke don't fix it, it's worked for 50 years why change it now?" It is a giant mud pit.
 - Shannon Koschik 236 E Fairmont Ave:** Expressed concerns that there has been damage to her property from the sewage project. April 20, 2015 side yard caved in, at that moment all construction stopped, contractors had to reroute a new way for the pipe to be laid. Lawson left Ms. Koschik a note on her door that stated to call him ASAP. Lawson explained to Ms. Koschik that this is a serious situation and they have it under control. As the construction continued Ms. Koschik noticed cracks within the foundation and her basement wall was separated from the joint to the adjoining wall. Ms. Koschik passed around pictures to council. Contractor is not returning calls and is avoiding homeowner.
 - Carol Richardson 225 1st Street:** Thanks council for use of Manchester Room for the TECDC Bingo was a big success, also Thanks to the Public Works Department for their cooperation during this year's cleanup day.
 - Gillian Graber 110 Belleauwoods Blvd:** Formed a petition for the parking issue within Belleauwoods. Provided council with a copy of the letter and those in support of the petition. Some residents within the area were unaware that they were no longer going to be able to have permission to park there. Ms. Graber asks council to please consider this petition. Also the drainage and grates were not working properly, the middle looked like a giant mud river.
 - Mike Lambert 293 E Edgewood Ave:** Has a 90ft treated timber side wall that runs along his property, with the construction Mr. Lambert's side wall is beginning to push. Mr. Lawson claims his wall was like this prior to the construction. If it happened prior it happened during the winter, Mr. Lambert replaced all the tops on the wall last year and was not leaning then. Also had property surveyed and have not replaced pins.
 - Dana Vankirk 516 Cavitt Ave:** Property owner of 516 Cavitt Avenue, does not understand why she has to replace a sewer line under the street about 18ft in order to sell her property. Why is it her responsibility if it is under the Boroughs Street?

Trafford

Borough

-**Brian Vankirk 741 ½ 7th Street:** Commented on the communication within the Borough, it is hard to get a hold of people doing inspections. Mr. Vankirk is a real estate agent and he doesn't have nearly as much trouble on a closing than he does in Trafford.

- B Only public comment for motions not listed on the agenda will be received when called for.
- C This is allowable under state law. See attached.
- D Response

-**Ms. Chaprinko:** Council will review the current ordinances and see what the best solution to the problem.

-**Ms. Koschik:** Bill was called to the sight by Shane Lawson to explain what was happening, before Lawson made it to the property the ground was giving way. The trench box was falling into the ditch. Immediately Bill called Don Glenn Borough Engineer. Bill stated Ms. Koschik's porch is extremely close to where the digging was taking place. There is an existing storm and sanitary sewer that runs through the easement on the property. Looked and assessed the situation and had Lawson stop all construction. Saw substantial cracks in the foundation, Lawson sated they were there prior to construction. Bill stated he has not yet had the chance to review the pre-construction photos or video. Bill stated he will look at the photos we have but Ms. Koschik is correct by stating we do not have photos from the inside of the home.

-**Ms. Graber:** Catch basins have silt bags and are to catch sediment around the basin. The ground is still settling, if this continues to be a problem please report it to the Borough.

-**Mr. Lambert:** We will review the pictures. If you can provide proof of the survey prior to the property that would greatly appreciated.

-**Dana Vankirk:** The Ordinance in regards to sewer laterals and taps being the responsibility of the property owner is not unique to the borough of Trafford of the 26 municipalities that Don Glenn represents all have the same ordinance.

XII Update on Zoning Changes for unconventional gas well drilling, by Craig Alexander

- Craig and Pete met and formed an ordinance that would be most beneficial to the Borough, Pete is still looking over the changes. Still progressing will need some input form the Borough engineer. Once the ordinance is complete Craig will send it to the county view it within 45 days provide their comments, then the planning commission they too have 45 days and provide their comments. If there are no changes with those whom need to review we will then have a public hearing on the ordinance, we can then adopt the ordinance. If any of the two entities have changes we will then have to start over and resubmit with those changes.

XIII Update on Road paving by PennDot

XIV Update on Trafford Motors

XV Update on 501 Cavitt, Bank Building

XVI Update on 2hr Parking Ordinance

- Will be holding a special meeting for this matter.

XVII Update on oversized vehicles

-Will be holding a special meeting for this matter.

Wednesday May 20 2015 at 7pm in the Manchester Room there will be a special meeting for public comment on the 2 hr parking ordinance and the oversized vehicle ordinance and any other business that may come before council.

XVIII Resolution by Trafford Borough acknowledging joining the Westmoreland County Land Bank

- A First: Councilman Shoub
- B Second: Councilman Cardiff
- C Motion Pass ☒ YES or NO

The purpose is to get rid of dilapidated structures and get the land back on the tax rolls, fairly new program but very beneficial.

Trafford

Borough

XIX Resolution by Trafford Borough requesting the Greenways, Trails, & Recreation Grant for improvements at Fairmont Street Playground. The Trafford Recreation Board will pay for the portion of the money responsible by the borough, as required by the grant.

- A First: Councilman Ledwich
- B Second: Councilman Cardiff
- C Motion Pass ☒ YES or No

-If the rec board was capable of getting the grant the Borough would be responsible for \$1500.00 for replacing the inlet in the ally way behind Fairmont Playground. Rec Board will cover all cost except for the portion be paid by the Borough.

XX Adoption of Code of ethics for email and computer use.

- A First:
- B Second:
- C Motion Pass YES or ☒ NO

Councilman Ledwich requested this motion be tabled due to a discrepancy within the text of the code of ethics seconded by Councilman Shoub. MC

XXI Motion to adopt the shareable calendar, as provided by the website licensee company (GoDaddy), as the calendar to be used for official business of the Borough of Trafford.

- A First: Councilman Cardiff
- B Second: Councilman Mellon
- C Motion Pass ☒ YES or NO

XXII Trafford Community Public Library would like to reserve the Manchester Room for Middle School Poetry meetings on Mondays in June, July and August from 9:00am to 12:00pm.

- A. First: Councilman Shoub
- B. Second: Councilman Ledwich
- C. Motion Pass ☒ YES or No

XXIII Penn-Trafford Soccer Club is requesting free use of the Manchester Room on June 20, 2015 to hold a Trivia night fundraiser.

- A. First:
- B. Second:
- C. Motion Pass Yes or ☒ No

- Mike Mellon, Jay Race abstain from any comment or motion to this. Motion was turned down.

XXIV Administrative Reports

a Code Enforcement

-Report provided within packet

b Borough Manager

-No report

c Borough Solicitor

-Public Hearing

Immediately preceding tonight's council meeting there was a Public hearing for matters of nuisance/ dilapidated properties:

Lanalex Cloyd Inc.	501 Cavitt Ave	Map #: 36-03-03-0-490-00-000
Robert J Cromer	315-317 5 th St.	Map #: 36-03-03-0-162-00-000
Lucas Mina ETAL	635 6 th St.	Map #: 36-01-16-0-120-00-000
James Bruno	90 1 st St.	Map #: 36-03-03-0-498-00-000

Trafford

Borough

Mr. Yeager owner of the 501 Cavitt Avenue questioned council as to why he has not received any notice in regards to a public hearing or possible demolition to his building. Council stated it was advertised within the penn Trafford star. Mr. Yeager stated he does not receive this paper. He is in the process of receiving bids, has spoken to Don Glenn and Mr. Sadler regarding sewer line. Working on bids for the sidewalk and the roof. Mr. Yeager is planning on renovating the building into apartments and commercial stores on the main street. Craig stated Mr. Yeager will receive a letter contingent council declares the properties public nesciences and authorize demolition. The property owners will then have 30 days to appeal the decision with the court of common pleas, the court will then declare if council's decision was arbitrary or capricious.

-Councilman Hockenberry made a motion to condemn and authorize demolition the above mentioned properties seconded by Councilman Ledwich. MC

d TEMS

- 28 total calls for the month of April with 9 transfers. TEMS is willing to purchase another fryer for the borough to have, this would benefit TEMS during their fish fry.

e Trafford VFD

-Hoagie sale was great sold out before noon. Craig questioned Brian on an accusation made by Jim Bruno; "The Trafford fire department went on to the property of 90 1st street with no permission and performed fire drills and practice exercises". Brian stated he has a signed letter from Mr. Bruno that the fire department was able to go onto the property and do so, being that the structures were going to be torn down anyways.

f EMC

-No report

g Rec board

- Fishing Derby is on June 6, 2015 at the BY Park starts at 9 am. Woodlawn, Terrace and Fairmont Park are the designated parks this year for the playground program.

-Councilman Ledwich made a motion to approve Woodlawn, Terrace and Fairmont Park as the designated parks this year for the playground program seconded by Councilman Shoub. MC

- Councilman Ledwich made a motion to approve Emily Bippus, Cristina Iander, Brian McDonna, Mark Tressler, Claire Mervous, and Crista Hankinson as the playground supervisors at a rate of \$8.00 per hour seconded by Councilman Hockenberry. MC

h Mayor Peduzzi

-Councilman Shoub made a motion to allow Trafford Beautification Committee to use the library parking lot to hold their annual flower sale on May 16 2015 from 8am-1pm seconded by Councilman Cardiff. MC

XXV Committee Reports

A. Finance

-Submitted within the packet there are p&l statements.

B. Community Development

- Thanked Public Works and the TEDCD for their participation with Clean-up day. Westmoreland Park Grand Reopening Ceremony Will be held on Saturday May 30 2015 at 10:30.

Councilman Ledwich made a motion to donate 200.00 to the PT community band for playing during the ceremony seconded by Councilman Cardiff.

-Thanked Councilman Hockenberry and mayor Peduzzi for taking the initiative to review the Parking ordinance and the oversized vehicle.

-Councilman Ledwich made a motion to repair the linden nozzle for the by park fountain in the amount of \$106.73 seconded by Councilman Cardiff. MC

Trafford

Borough

C. Public Works

- Bill Sadler proposed a Motion to hire Chris Jurich, and Joe Giacomini at the rate of 8.50 per hour for part time summer help within the public works department seconded by Councilman Mellon.
- Mayor Peduzzi commended the public works for the participation with the cleanup and their day to day work.

D. Sewage

- Restorations will begin to take place weather permitting.

E. Public Safety

- Police contract is finally settled and in effect. Commended Mayor Peduzzi for his hard work on the two ordinances. Thanked Kris and Craig for getting the new borough manger Richard Sahar, hired and getting the contract done in record time.

F. General Government

- Thanked the public works and the TECDC with the cleanup. Manchester Room Committee members are Kris Cardiff, Mike Mellon and Pete Ledwich.
- Councilman Cardiff made a motion to approve the job description of the Manchester Room manager seconded by Councilman Mellon.
- Councilman Cardiff made a motion to table an advertisement for the position on social media seconded by Pete Ledwich. MC.
- Councilman Cardiff made a motion to table the permission for Digital Trafford to print 5 ½ by 8 ½ with general information on the Manchester room in the amount of \$250.00 seconded by Councilman Hockenberry. MC
- Councilman Cardiff made a motion to allow Matt of Mastro Signs to donate a sign for the Manchester Room and placing the sign on the corner next to the police station contingent upon consulting the chief of police, public works and the chief of the fire department seconded by Councilman Hockenberry. MC

XXVI New Business

- Councilman Shoub stated he had spoken with Bert Ghetto in regards to CDBG money Bert advises us to have surveys done sooner than later for any projects we are requesting money for so we can have them in before the deadline and see if we qualify.

XXVII Adjournment

- Councilman Ledwich made a motion to adjourn seconded by Councilman Hockenberry



CODE ENFORCEMENT AGENCY
1633 Route 51, Suite 100, Jefferson Hills, PA 15025
1-866-410-4952 www.cea-code.com

NOTICE OF VIOLATION

April 19, 2016

RE: Frank Yeager – Property 501 Cavitt Avenue, Trafford, PA 15085

C/O Creenan & Baczkowski, PC
Mr. James W. Creenan, Attorney
3007 Old William Penn Highway
Murrysville, PA 15068

Dear Attorney Creenan,

On behalf of the Borough of Trafford, I have been requested to follow up on a previous action located at 501 Cavitt Avenue in Trafford. The owner of record is Mr. Frank Yeager and according to information on the file, you have been established as legal counsel representing Mr. Yeager. I am writing this letter directly to you as official legal counsel of record on your client's behalf.

The property located in the above reference is in violation of the International Property Maintenance Code (IPMC) established under Borough Ordinance and is hereby being requested that you bring this property into conformity of the codes specified.

On April 18, 2016, I was present at the above referenced and acknowledged the following violations:

[A] 108.2 Closing of vacant structures.

If the structure is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to post a placard of condemnation on the *premises* and order the structure closed up so as not to be an attractive nuisance. Upon failure of the *owner* or owner's authorized agent to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and shall be collected by any other legal resource.

It is determined by myself as the Building Code Official on behalf of the Borough of Trafford to require the sidewalk located along the street side of the building be repaired and maintained in proper order for public use. This sidewalk has been gated off and restricted for public access for a period of time and no present information is on file for the continuum of progress of this matter. Additionally, the barrier devices offered by the Borough of Trafford must be removed and a written plan of action should be conveyed to the Building Code Official for the safe repair of the sidewalk.

EXHIBIT

5

306.1.1 Unsafe conditions.

Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the International Existing Building Code as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:

1.1. Collapse of footing or foundation system;

1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion;

1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;

1.4. Inadequate soil as determined by a geotechnical investigation;

1.5. Where the allowable bearing capacity of the soil is in doubt; or

1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.

[P] 506.2 Maintenance.

Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.


[A] 108.6 Abatement methods.

The *owner*, owner's authorized agent, *operator* or *occupant* of a building, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

It is determined by myself as the Building Code Official on behalf of the Borough of Trafford to require the owner of the existing structure to fill in all voided areas where excavating efforts have taken place. (rear of building) Additionally, the barrier devices in place are meant for temporary use during an active construction permit, our records indicate there is no permit filed for commercial repairs or replacements of any sanitary lines or waste drains.

I am requesting an official response within 10 business days of this letter to the actions necessary to remove the violation notice. Failure to comply with this action shall result in the issuance of a Citation on behalf of the Commonwealth of Pennsylvania and would require you to appear before the local Magistrate in this jurisdiction. An appeal of this decision or matter maybe officially applied for through the local Magistrate office as well.

Sincerely,



Craig I. McVicker, BCO
Building Code Official
Borough of Trafford

CC: Borough Manager, Code Enforcement Office, Borough Solicitor

JAN-07-2016 12:49 From: 724-733-8834

Page: 1/1

Murrysville Office
Town Square Professional Building
Suite 304
3907 Old William Penn Highway
Murrysville, PA 15668
(724) 733-8834

Creenan & Baczkowski, PC
ATTORNEYS

www.cbattorneys.com

McKeesport Office
City Hall Building
Suite 305
502 Fifth Avenue
McKeesport, PA 15133
(412) 675-0940

WALTER F. BACZKOWSKI
JAMES W. CREENAN
MOLLY M. CREENAN
ELIZABETH BAILEY (OF COUNSEL)
FRANK W. JONES (OF COUNSEL)

Writer's Email:
jcreenan@cbattorneys.com

January 7, 2015

Via Fax - 412-372-7654
Trafford Borough
P.O. Box 196
Trafford, PA 15085

Re: Yeager, Frank - Property at 501 Cavitt
Our File No. 15732

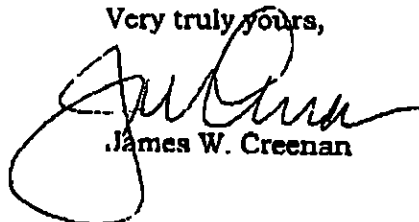
Dear Sir or Madam:

This office represents the above property owner. I request that all further correspondence on this matter be sent to my attention. Additionally, upon your receipt of this letter, I request that you provide to me all records, documents, letters, notices, emails, photos, reports, or the like, pertaining to the above property.

As you know, Mr. Yeager is taking steps to address the Borough's stated concerns.

Thank you for your attention to this matter.

Very truly yours,


James W. Creenan

JWC/
Enclosure

cc:

Joanne Parise

From: Jim Creenan
Sent: Thursday, May 19, 2016 7:52 AM
To: 'boroughmanager@traffordborough.com'; Craig McVicker
Subject: RE: Yeager Property Violations

Mr. Sahar and Mr. McVicker,

I wish to confirm and obtain your agreement on a plan of action.

In short, Mr. Yeager will contract to have the sewer line lined and then backfill any prior excavations. At that time, the Borough will release his bond. Mr. Yeager will then repair the the 25 foot section of sidewalk, enabling the removal of he fencing/barriers.

Please advise if this is accetapble.

Separately, Mr. Yeager has a need to meet about a sewer bill, but I do not believe my assistance is necessary.

I look forward to your response.

Thank you,

Jim

From: boroughmanager@traffordborough.com [mailto:boroughmanager@traffordborough.com]
Sent: Tuesday, May 10, 2016 11:52 AM
To: Craig McVicker; Jim Creenan
Subject: RE: Yeager Property Violations

Mr Yeager canceled a meeting to be held last Friday May 6th. He has not rescheduled a meeting at this time.

Rich Sahar, Manager
Trafford Borough
412.646.1721
boroughmanager@traffordborough.com

----- Original Message -----

Subject: RE: Yeager Property Violations
From: Craig McVicker <c.mcvicker@cea-code.com>
Date: Tue, May 10, 2016 11:28 am
To: Jim Creenan <jcreehan@cbattorneys.com>
Cc: "boroughmanager@traffordborough.com"
<boroughmanager@traffordborough.com>

Mr. Creenan,

Noted and accepted.



Craig

From: Jim Creenan [<mailto:jcreeanan@cbattorneys.com>]
Sent: Tuesday, May 10, 2016 11:27 AM
To: Craig McVicker <c.mcvicker@cea-code.com>
Cc: boroughmanager@traffordborough.com
Subject: RE: Yeager Property Violations

Sir-

Mr. Yeager has asked me to meet with him in advance of a meeting with borough. I plan to meet later this week. I understand The meeting with the borough manager will take place within the next week or so.

I request that no action be taken until we've all had an opportunity to review and discuss these issues.

Thanks,

Jim

From: Craig McVicker [<mailto:c.mcvicker@cea-code.com>]
Sent: Tuesday, May 10, 2016 11:11 AM
To: Jim Creenan
Cc: boroughmanager@traffordborough.com
Subject: Yeager Property Violations

Dear Attorney Creenan,

As per your request, I resubmitted additional evidence of the Violations located at 501 Cavitt Avenue in Trafford on April 28, 2016. I still have heard no response from Mr. Yeager or any party as to the acceptance of violation and course of action to this date. I am preparing the issuance of Citation under the Commonwealth pursuant to the code. In an effort to avoid the Citation, please respond with a course of action for this matter.

Craig I. McVicker, BCO

Frgh#Hqirufhp hqw#D jhqf|
1633 Route 51 – Suite 100
Jefferson Hills, PA 15025
(412) 405-8231
www.cea-code.com

Murrysville Office

Town Square Professional Building
Suite 304
3907 Old William Penn Highway
Murrysville, PA 15668
(724) 733-8832

Greenan & Baczkowski, PC
ATTORNEYS

www.cbattorneys.com

McKeesport Office

City Hall Building
Suite 305
502 Fifth Avenue
McKeesport, PA 15132
(412) 675-0940

WALTER F. BACZKOWSKI
JAMES W. CREENAN
MOLLY M. CREENAN
JUSTIN D. DELECKI
FRANK W. JONES (OF COUNSEL)

ELIZABETH BAILEY (1920-2016)

Writer's Email:
jcreenan@cbattorneys.com

September 8, 2016

Craig I. McVicker, BCO
CEA Code Enforcement
1633 Route 51
Suite 100
Clairton, PA 15025

Re: Yeager, Frank – 501 Cavitt Avenue, Trafford, PA 15085
Our File No. 16885

Dear Mr. McVicker:

Please find enclosed photographic evidence of the repairs Frank Yeager has completed at the property.

Please note that Mr. Yeager has requested, but not received, the return of his bond from the Borough of Trafford relating to the sewer line work.

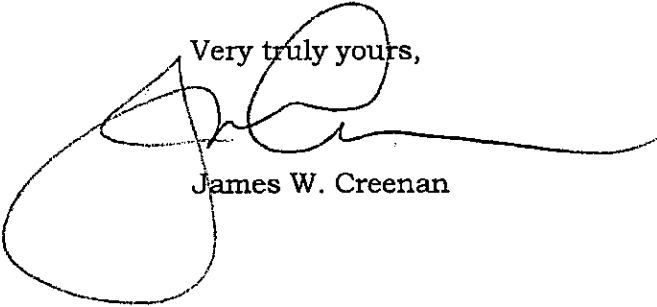
The Borough's failure to return the bond is impeding Mr. Yeager's financial ability to complete the repairs to the sidewalk.

Under separate cover, I am requesting that the Borough address this issue.

I trust that this correspondence satisfactorily resolves any current concerns and I ask that you provide me with written confirmation of the same.

Thank you for your attention to this matter.

Very truly yours,


James W. Creenan

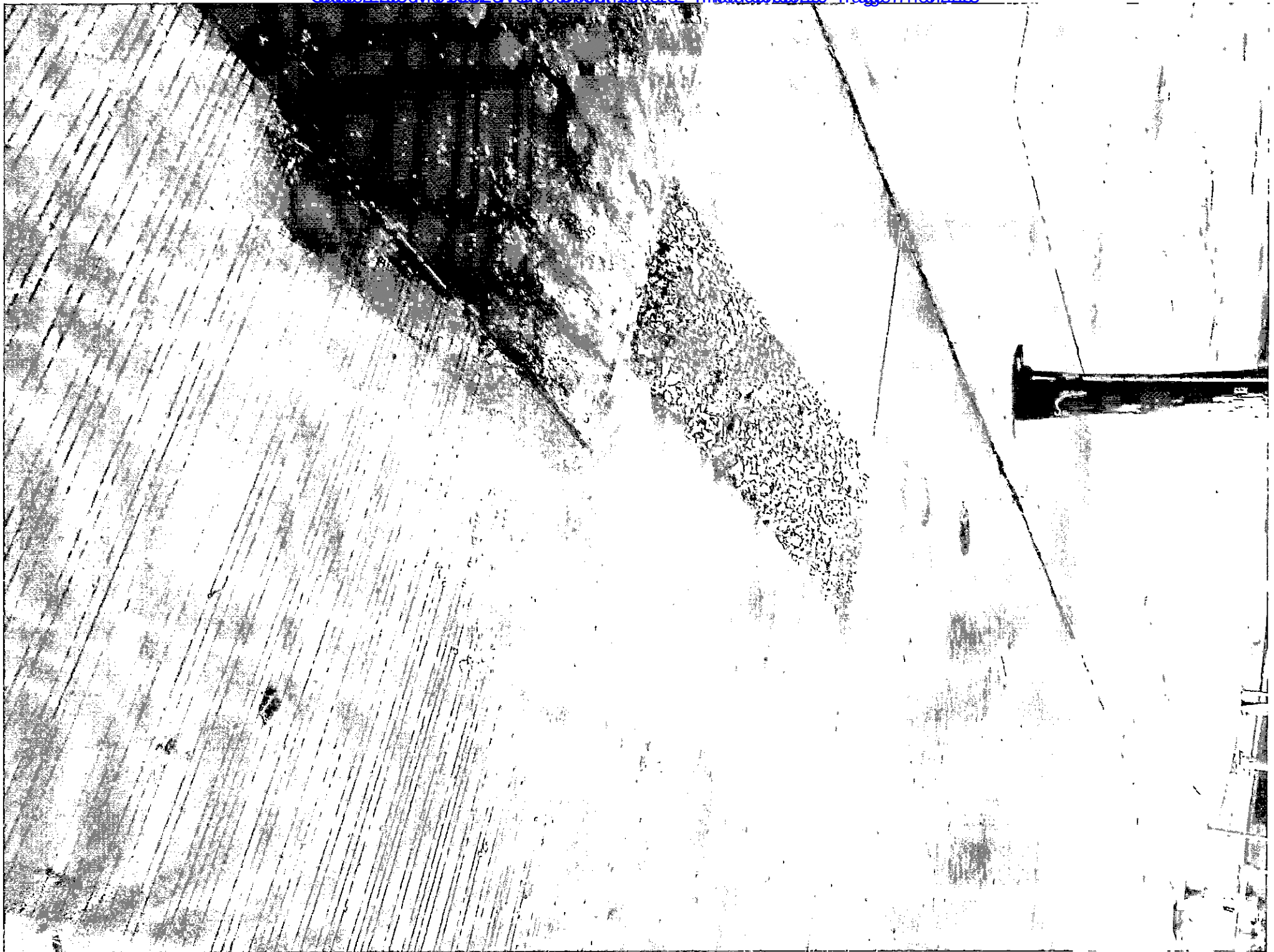
JWC/jlp
Enclosure

cc: Frank Yeager









Trafford

Borough

September 30, 2016

Frank Yeager
LANALEX CLOYD, INC.
5204 Faulk Drive
Export, PA 15632

RE: 501-503 Cavitt Avenue
Trafford, PA

Mr. Yeager –

The Borough of Trafford is committed to maintaining quality neighborhoods and an excellent community environment. Our citizens expect us to do everything we can in this regard. We know that this can only be achieved through the cooperation of everyone involved. The Code Enforcement office has received repeated complaints regarding the high grass and weeds on the property located at 501-503 Cavitt Avenue. Upon inspecting the property in question, I have discovered it to be in violation of the Code of the Borough of Trafford, PA, as follows:

Chapter 75, BRUSH, GRASS AND WEEDS

§ 75-1. Prohibited growths.

No person or persons, partnership, firm or corporation owning or occupying any property within the Borough of Trafford shall permit any grass or weeds or any vegetation whatsoever, not edible or planted for some useful or ornamental purpose, to grow or remain upon such premises so as to exceed a height of six (6) inches or to throw off any unpleasant or noxious odor or to conceal any filthy deposit or to create or produce pollen or to create a fire hazard.

§ 75-2. Responsibility for removal.

The owner of any premises, as to vacant premises or premises occupied by the owner, and the occupant thereof, as to premises occupied by other than the owner thereof, shall remove, trim or cut all grass, weeds or other vegetation growing or remaining upon such premises in violation of § 75-1.



§ 75-3. Notice of violation; failure to comply.

The Borough Council or any officer or employee of the borough designated thereby for the purpose is hereby authorized to give notice, by personal service or by United States Mail, to the owner or occupant, as the case may be, of any premises whereon grass, weeds or other vegetation is growing or remaining in violation of §75-1, directing and requiring such owner or occupant to remove, trim or cut such grass, weeds or vegetation so as to conform to the requirements of this chapter within five (5) days after the issuance of such notice. In case any person, partnership, firm or corporation shall neglect, fail or refuse to comply with such notice within the period of time stated therein, the borough authorities may remove, trim or cut such grass, weeds or vegetation; and the cost thereof, together with any additional penalty authorized by the law, may be collected by the borough from such person, partnership, firm or corporation in the manner provided by law.

§ 75-4. Violations and penalties. [Amended 5-10-2005 by Ord. No. 702]

Any person, partnership, firm or corporation who or which shall violate or fail, neglect or refuse to comply with any of the provisions of this chapter shall, upon conviction, be sentenced to pay a fine of not less than \$100 nor more than \$1,000, and costs of prosecution, or to imprisonment for a term not to exceed 30 days, or both; provided that each day's continuance of a violation of any of the provisions of this chapter, after notice thereof as provided in § 75-3 hereof, shall constitute a separate offense.

Failure to remediate this issue with five (5) days of receipt of this letter shall result in the issuance of non-traffic citations for violations of the listed sections. Feel free to contact my office with any questions you have regarding this lawful order. A copy of this correspondence has also been sent to your attorney, James W. Creenan of Creenan & Baczkowski, PC. Thank you in advance for your cooperation with this matter.



Ptln. Richard M. Adams/47
Trafford Borough Police Department – Ordinance Officer
PH: 412-372-7653, FX: 412-372-7654
traffordcodeenforcement@comcast.net

cc: James W. Creenan
Creenan & Baczkowski, PC

Trafford
Borough

11/14/2019

Workspace Webmail :: Print

[Print](#) | [Close Window](#)

Subject: RE: 501 Cavitt Ave.

From: dhockenberry@traffordborough.com

Date: Thu, Aug 03, 2017 8:22 am

To: "Craig Alexander" <CAlexander@dicelaw.com>, "cmorrow@traffordborough.com" <cmorrow@traffordborough.com>

"Code Enforcement" <CodeEnforcement@TraffordBorough.com>, "boroughmanager@traffordborough.com"

Cc: <boroughmanager@traffordborough.com>, "Kris Cardiff" <kcardiff@traffordborough.com>, "pete ledwich" <pledwich@traffordborough.com>

i tried for a year to get the two rich's to do something up there and could not even get them to have him cut the weeds. i know dom's has complained to me on several occasions that it effects his business. hopefully now that we have joe, CEA and Ashley working together, we can get things done. i think we have to get as aggressive as possible and hit him in his wallet. that is how we got landlords to clean up their properties in Pitcairn. landlords hate spending money

----- Original Message -----

Subject: Re: 501 Cavitt Ave.

From: Craig Alexander <CAlexander@dicelaw.com>

Date: Wed, August 02, 2017 4:48 pm

To: "cmorrow@traffordborough.com" <cmorrow@traffordborough.com>

Cc: "dhockenberry@traffordborough.com"

<dhockenberry@traffordborough.com>, Code Enforcement

<CodeEnforcement@TraffordBorough.com>,

"boroughmanager@traffordborough.com"

<boroughmanager@traffordborough.com>, Kris Cardiff

<kcardiff@traffordborough.com>, pete ledwich

<pledwich@traffordborough.com>

Sorry Joe. I missed this earlier email. I agree with carol. We were faced with this same condition but much worse with the Trafford motor company building. Finally got it torn down with westmoreland county grant funds. Let's see what cea recommends.

Sent from my iPhone

On Aug 2, 2017, at 7:30 PM, "cmorrow@traffordborough.com" <cmorrow@traffordborough.com> wrote:

I have to agree with Dennis, we should have CEA come out and make it to where it is safe for those within the perimeter.

Hoping this eye sore is removed sooner then later.

thanks

----- Original Message -----

Subject: RE: 501 Cavitt Ave.

From: <dhockenberry@traffordborough.com>

Date: Wed, August 02, 2017 12:33 pm

To: "Code Enforcement" <CodeEnforcement@TraffordBorough.com>, calexander@dicelaw.com

Cc: "Carol Morrow" <cmorrow@traffordborough.com>, "Kris Cardiff" <kcardiff@traffordborough.com>, "pete ledwich"

EXHIBIT

9

11/14/2019

Workspace Webmail :: Print

<pledwich@traffordborough.com>

i would say that we call cea and get them out here immediately to survey the problem and block the sidewalk off now as a precaution. better to be safe than sorry.

----- Original Message -----

Subject: 501 Cavitt Ave.

From: "Code Enforcement"

<CodeEnforcement@TraffordBorough.com>

Date: Wed, August 02, 2017 10:22 am

To: <calexander@dicelaw.com>Cc: "Carol Morrow" <cmorrow@traffordborough.com>, ""Borough Manager""<TraffordManager@comcast.net>, "Kris Cardiff"<kcardiff@traffordborough.com>

Craig,

In regards to 501 Cavitt Ave. (the old bank building), across from Dom's Pizza, I noticed a couple red brick pieces on the ground that match the building so I took several pic's of the building. It appears that the very top of the structure is losing the bricks and shows bowing that it might fall.

Also several windows are missing, a lot of glass on the ground from the front windows broken out and front doors now unsecured.

Can you tell me where we stand on this structure, I believe if measures are not taken soon to secure or remove it, gravity will take hold and God help anyone or thing below.

Joseph Probo
Trafford Code Enforcement
414 Brinton Ave
Trafford PA 15085
412.372.7653

Copyright © 2003-2019. All rights reserved.



CODE ENFORCEMENT AGENCY
1633 Route 51, Suite 100, Jefferson Hills, PA 15025
1-866-410-4952 www.cea-code.com

**NOTICE OF VIOLATION
CAUSE FOR EMERGENCY ACTION**

August 8, 2017

Creenan & Baczkowski, PC
Mr. James W. Creenan, Esquire
3007 Old William Penn Highway
Murrysville, PA 15068

RE: Mr. Frank Yeager- Property 501 Cavitt Avenue, Trafford, PA 15085

Dear Attorney Creenan,

On behalf of Trafford Borough, I have been requested to follow up on a previous action located at 501 Cavitt Avenue in the Borough of Trafford owned by a Mr. Frank Yeager which is represented by your firm. The last attention on this matter I have on file denoted a conversation needed to be had between the Borough Manager and yourself on issues relating to the above addressed.

Since such time has passed, the integrity of the structure continues to decline and is now in need of immediate attention. There are copious signs of neglect and dilapidation of this structure which have now lead to the brick veneer elements to protrude from the top sections of the exterior front. These bricks are now projecting downward into the street and common walkway areas of the general public's right of ways. I have ordered the Borough of Trafford to restrict the access of the walkways and areas surrounding the building for safety purposes. Additionally, the front entryways on ground level are again opened and exposed to entry due to neglect of the boarding materials.

§ 403.84. Unsafe building, structure or equipment.

(a) A building code official may determine that a building, structure or equipment is unsafe because of inadequate means of egress, inadequate light and ventilation, fire hazard, other dangers to human life or the public welfare, illegal or improper occupancy or inadequate maintenance. A vacant building or structure that is not secured against entry is unsafe under this section.

(b) When a building code official determines the existence of an unsafe condition, the building code official shall order the vacating of the building or structure.

(c) A building code official shall serve a written notice on the owner or owner's agent of the building, structure or equipment that is unsafe under this section. The notice shall contain the order to vacate the building, structure or seal the equipment out of service and state the unsafe conditions, required repairs or improvements. The order shall be served by certified mail or personal service to the owner or to the owner's agent's last known address or on the owner, agent or person in control of the building, structure or equipment. A building code official shall post the written notice at the entrance of the structure or on the equipment if service cannot be accomplished by certified mail or personal service.



(d) When a building or structure is ordered vacated under this section, the building code official shall post a notice at each entrance stating that the structure is unsafe and its occupancy is prohibited.

(e) A building code official may not rescind the order to vacate until the owner abates or corrects the unsafe condition.

Due to the general unsafe conditions of the brick edges, sidewalls and roof concept of this structure being compromised by infiltration and neglect, I am requiring a report sealed by a Pennsylvania Architect or Engineer to be submitted to my attention outlining the integrity of the structure in its entirety. I am also treating this as an emergency action under the Commonwealth due to the location of the structure and proximity to public streets, sidewalks and other structures.

Please notify my office immediately to the receipt of this letter and the intended next steps of your client.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. McVicker', with a long horizontal flourish extending to the right.

Craig I. McVicker, BCO
Building Code Official
Borough of Trafford

CC: Borough Council, Solicitor, Code Enforcement Officer, Public Works

BRUCE E. DICE & ASSOCIATES, PC.

ATTORNEYS AT LAW

TEL: 724-733-3080

787 PINE VALLEY DRIVE, SUITE E
PITTSBURGH, PENNSYLVANIA 15239-2842

FAX: 724-327-9659

November 20, 2017

Via email to jcreenan@cbattorneys.com

James W. Creenan, Esquire
Creenan & Baczkowski, PC
3007 Old William Penn Highway
Murrysville, PA 15068

RE: Yeager property, 501 Cavitt Avenue, Trafford

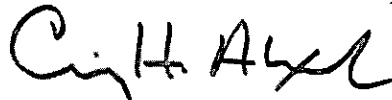
Dear Mr. Creenan:

As you are aware, I am the Solicitor for Trafford Borough. This letter is in regard to the Yeager property located at 501 Cavitt Avenue in Trafford. As you know, there are a number of code violations at the subject property, which present a very dangerous condition to the community. Craig McVicker, the Trafford Code Enforcement Officer has attempted to work with you in good faith in an effort to cure the violations and return the property to a safe and habitable condition.

Recently, however, Mr. McVicker has reported that he has received no response from you since September. Accordingly, I have been directed to provide Mr. Yeager with one last opportunity to submit a plan documenting to rectify the code violation and dangerous condition at the property, and a concise timeline for completion of same. I understand Thanksgiving is next week and will likely be a short work week. As such, I have been directed to provide Mr. Yeager until close of business on Friday, December 1, 2017 to submit such a plan.

I thank you in advance for your prompt attention to this matter.

Very truly yours,
BRUCE E. DICE & ASSOCIATES, P.C.



Craig H. Alexander, Esquire
Solicitor, the Borough of Trafford

Cc: Ashley Stack, Borough Manager
Craig McVicker, Code Enforcement



Joanne Parise

From: Jim Creenan
Sent: Monday, November 20, 2017 7:38 PM
To: 'Craig Alexander'
Cc: Trafford Borough Manager
Subject: RE: Yeager Property

Thank you Craig.

To date, I have not received confirmation of the Borough's release of the sewer bond. Has this happened? If not, why not? This has been holding up needed funds to address other issues. I appreciate any assistance you might be able to provide.

Jim

JAMES W. CREENAN, ESQUIRE
CREENAN & BACZKOWSKI, PC
TOWN SQUARE PROFESSIONAL BUILDING
SUITE 304
3907 OLD WILLIAM PENN HIGHWAY
MURRYSVILLE, PA 15668
(724) 733-8832
(724) 733-8834 (FAX)
JCREENAN@CBATTORNEYS.COM
WWW.CBATTORNEYS.COM

IMPORTANT NOTICE. THE E-MAIL COMMUNICATION, TOGETHER WITH ANY ATTACHMENTS, IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN CONFIDENTIAL INFORMATION THAT IS PRIVILEGED AND/OR CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THIS MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU RECEIVED THIS COMMUNICATION IN ERROR. ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE THIS COMMUNICATION IN ERROR PLEASE CALL THE TELEPHONE NUMBER LISTED ABOVE, OR SEND A RETURN E-MAIL, AND THEN DELETE THIS MESSAGE, TOGETHER WITH ANY ATTACHMENTS.

From: Craig Alexander [mailto:CAlexander@dicelaw.com]
Sent: Monday, November 20, 2017 7:15 PM
To: Jim Creenan <jcreenan@cbattorneys.com>
Cc: Trafford Borough Manager <BoroughManager@TraffordBorough.com>
Subject: Yeager Property

Jim.....please see attached correspondence on the Yeager property. Any help would be greatly appreciated.

Craig.

Craig H. Alexander, Esquire
Bruce E. Dice & Associates P.C.
787 Pine Valley Drive, Suite E
Pittsburgh, PA 15239
Office: 724-733-3080
Mobile: 412-310-1599.



Joanne Parise

From: Craig Alexander <CAlexander@dicelaw.com>
Sent: Tuesday, November 21, 2017 4:36 PM
To: Jim Creenan
Cc: boroughmanager@traffordborough.com
Subject: Fwd: Yeager Property

Jim....see below in response to your query.

Craig.

Sent from my iPhone

Begin forwarded message:

From: Trafford Borough Manager <BoroughManager@TraffordBorough.com>
Date: November 21, 2017 at 3:50:09 PM EST
To: 'Craig Alexander' <CAlexander@dicelaw.com>
Subject: RE: Yeager Property

Hi Craig,

The sewer bond has not been released because the cut Mr. Yeager made in the road was not repaired. The road needs to be filled with concrete then inspected by either the borough engineer or Public Works. Due to safety concerns and lack of action on Mr. Yeager's part, Public Works temporarily filled the area with patch but it must be filled with concrete.

Please call with any questions.

Thank you,

Ashley

From: Craig Alexander [<mailto:CAlexander@dicelaw.com>]
Sent: Monday, November 20, 2017 8:12 PM
To: Jim Creenan <jcreean@cbattorneys.com>
Cc: Trafford Borough Manager <BoroughManager@TraffordBorough.com>
Subject: RE: Yeager Property

I am unaware but will follow up and provide you a response tomorrow.

Craig.

Craig H. Alexander, Esquire
Bruce E. Dice & Associates P.C.
787 Pine Valley Drive, Suite E
Pittsburgh, PA 15239
Office: 724-733-3080



Mobile: 412-310-1599.

From: Jim Creenan [<mailto:jcreean@cbattorneys.com>]
Sent: Monday, November 20, 2017 7:38 PM
To: Craig Alexander <CAlexander@dicelaw.com>
Cc: Trafford Borough Manager <BoroughManager@TraffordBorough.com>
Subject: RE: Yeager Property

Thank you Craig.

To date, I have not received confirmation of the Borough's release of the sewer bond. Has this happened? If not, why not? This has been holding up needed funds to address other issues. I appreciate any assistance you might be able to provide.

Jim

JAMES W. CREENAN, ESQUIRE
CREENAN & BACZKOWSKI, PC
TOWN SQUARE PROFESSIONAL BUILDING
Suite 304
3907 Old William Penn Highway
Murrysville, PA 15668
(724) 733-8832
(724) 733-8834 (FAX)
JCREENAN@CBATTORNEYS.COM
WWW.CBATTORNEYS.COM

IMPORTANT NOTICE. THE E-MAIL COMMUNICATION, TOGETHER WITH ANY ATTACHMENTS, IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN CONFIDENTIAL INFORMATION THAT IS PRIVILEGED AND/OR CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THIS MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU RECEIVED THIS COMMUNICATION IN ERROR. ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE THIS COMMUNICATION IN ERROR PLEASE CALL THE TELEPHONE NUMBER LISTED ABOVE, OR SEND A RETURN E-MAIL, AND THEN DELETE THIS MESSAGE, TOGETHER WITH ANY ATTACHMENTS.

From: Craig Alexander [<mailto:CAlexander@dicelaw.com>]
Sent: Monday, November 20, 2017 7:15 PM
To: Jim Creenan <jcreean@cbattorneys.com>
Cc: Trafford Borough Manager <BoroughManager@TraffordBorough.com>
Subject: Yeager Property

Jim.....please see attached correspondence on the Yeager property. Any help would be greatly appreciated.

Craig.

Craig H. Alexander, Esquire
Bruce E. Dice & Associates P.C.
787 Pine Valley Drive, Suite E
Pittsburgh, PA 15239
Office: 724-733-3080
Mobile: 412-310-1599.

Joanne Parise

From: Jim Creenan
Sent: Monday, December 11, 2017 5:52 PM
To: 'Craig Alexander'
Cc: boroughmanager@traffordborough.com
Subject: RE: Yeager Property

Craig –

Please accept this as Mr. Yeager's proposed plant to address the Borough's concerns. As you are aware, he has already committed substantial resources to this property and we request your cooperation in addressing the steps required for the completion of his plan. If you have any question or concern, we invite you to meet to address them.

First, the borough must release Mr. Yeager's bond. This has been a cause for preventing him from doing more work. Until your recent email, we had no information that the borough now conditioned the release on filling the road with concrete. This work is being planned or performed as conditions allow. We will expect the bond as soon as the concrete is completed.

Second, we proposed the following outline of work:

Demolition –



To begin no later than 31 January 2018. Solicitation of contractors has already commenced.

- Removal of all interior elements except intact wood framing, stairways, and subfloors.
- Removal of roofing membrane and all roof penetrations. Remove and replace damaged roof sheeting. Install titanium roofing underlayment as temporary roofing treatment.
- Remove and replace entry doors at front and rear stairway and basement locations with commercial steel doors.
- Removal of all windows on second and third floors as well as selected windows on first floor. Installation of painted wood sheeting on all window openings.

Sidewalk Replacement –

To begin no later than 31 May 2018. Design has already commenced and solicitation of contractors will follow.

- Removal and replacement of steel beams and concrete on the Fifth Street side of the building will be done per engineer's specifications.
- Area to be removed and replaced will begin at the recently replaced corner section at the intersection of Fifth St. and Cavitt Ave and proceed continuously to the portion of sidewalk maintained by Trafford Stop n Go.

Exterior Masonry –

To begin no later than 31 July 2018.

- Removal and replacement of parapet wall per engineer's specifications.
- Repair and pointing of all building exterior walls.

I trust this meets the needs of the borough as Mr. Yeager works hard to complete this project. As indicated, please contact me to discuss or to arrange a meeting.

Would you please confirm whether the above is acceptable to the Borough, and, if not, please give full guidance with reference to adopted standards.

Thank you in advance,

Jim

From: Craig Alexander [mailto:CAlexander@dicelaw.com]

Sent: Monday, December 4, 2017 7:22 AM

To: Jim Creenan <jcreean@cbattorneys.com>

Cc: boroughmanager@traffordborough.com

Subject: Re: Yeager Property

No problem.

Sent from my iPhone

On Dec 3, 2017, at 11:20 PM, Jim Creenan <jcreean@cbattorneys.com> wrote:

Probably Friday.

From: Craig Alexander [mailto:CAlexander@dicelaw.com]
Sent: Friday, December 1, 2017 3:07 PM
To: Jim Creenan <jcreean@cbattorneys.com>
Cc: boroughmanager@traffordborough.com
Subject: Re: Yeager Property

How much time do you think you will need?

Sent from my iPhone

On Dec 1, 2017, at 2:57 PM, Jim Creenan <jcreean@cbattorneys.com> wrote:

Good afternoon Craig –
I have talked with the client and he has had an engineer to review the building. We are working on a plan to address the borough's concerns, but I have not been able to schedule a meeting so that I can understand some of the detail. I hope to be able to do so within the week. Can we have a short additional time to respond to your request?
Thanks, Jim

From: Craig Alexander [mailto:CAlexander@dicelaw.com]
Sent: Tuesday, November 21, 2017 4:36 PM
To: Jim Creenan <jcreean@cbattorneys.com>
Cc: boroughmanager@traffordborough.com
Subject: Fwd: Yeager Property

Jim....see below in response to your query.

Craig,

Sent from my iPhone

Begin forwarded message:

From: Trafford Borough Manager
<BoroughManager@TraffordBorough.com>
Date: November 21, 2017 at 3:50:09 PM EST
To: 'Craig Alexander' <CAlexander@dicelaw.com>
Subject: RE: Yeager Property

Hi Craig,

The sewer bond has not been released because the cut Mr. Yeager made in the road was not repaired. The road needs to be filled with concrete then inspected by either the borough engineer or Public Works. Due to safety concerns and lack of action on Mr. Yeager's part, Public Works temporarily filled the area with patch but it must be filled with concrete.

Please call with any questions.

Thank you,

Ashley

From: Craig Alexander [<mailto:CAlexander@dicelaw.com>]
Sent: Monday, November 20, 2017 8:12 PM
To: Jim Creenan <jcreenan@cbattorneys.com>
Cc: Trafford Borough Manager
<BoroughManager@TraffordBorough.com>
Subject: RE: Yeager Property

I am unaware but will follow up and provide you a response tomorrow.

Craig.

Craig H. Alexander, Esquire
Bruce E. Dice & Associates P.C.
787 Pine Valley Drive, Suite E
Pittsburgh, PA 15239
Office: 724-733-3080
Mobile: 412-310-1599.

From: Jim Creenan [<mailto:jcreenan@cbattorneys.com>]
Sent: Monday, November 20, 2017 7:38 PM
To: Craig Alexander <CAlexander@dicelaw.com>
Cc: Trafford Borough Manager
<BoroughManager@TraffordBorough.com>
Subject: RE: Yeager Property

Thank you Craig.

To date, I have not received confirmation of the Borough's release of the sewer bond. Has this happened? If not, why not? This has been holding up needed funds to address other issues. I appreciate any assistance you might be able to provide.

Jim

JAMES W. CREENAN, ESQUIRE
CREENAN & BACZKOWSKI, PC
TOWN SQUARE PROFESSIONAL BUILDING
Suite 304
3907 Old William Penn Highway
Murrysville, PA 15668
(724) 733-8832
(724) 733-8834 (FAX)
JCREENAN@CBATTORNEYS.COM
WWW.CBATTORNEYS.COM

IMPORTANT NOTICE. THE E-MAIL COMMUNICATION, TOGETHER WITH ANY ATTACHMENTS, IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN CONFIDENTIAL INFORMATION THAT IS PRIVILEGED AND/OR CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THIS MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU

RECEIVED THIS COMMUNICATION IN ERROR. ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE THIS COMMUNICATION IN ERROR PLEASE CALL THE TELEPHONE NUMBER LISTED ABOVE, OR SEND A RETURN E-MAIL, AND THEN DELETE THIS MESSAGE, TOGETHER WITH ANY ATTACHMENTS.

From: Craig Alexander [mailto:CAlexander@dicelaw.com]

Sent: Monday, November 20, 2017 7:15 PM

To: Jim Creenan <jcreehan@cbattorneys.com>

Cc: Trafford Borough Manager
<BoroughManager@TraffordBorough.com>

Subject: Yeager Property

Jim.....please see attached correspondence on the Yeager property. Any help would be greatly appreciated.

Craig.

Craig H. Alexander, Esquire
Bruce E. Dice & Associates P.C.
787 Pine Valley Drive, Suite E
Pittsburgh, PA 15239
Office: 724-733-3080
Mobile: 412-310-1599.

Murrysville Office

Town Square Professional Building
Suite 304
3907 Old William Penn Highway
Murrysville, PA 15668

(724) 733-8832

JAMES W. CREENAN
MOLLY M. CREENAN
MICHAEL P. GAETANI
FRANK W. JONES (OF COUNSEL)

Creenan & Baczkowski, PC
ATTORNEYS

www.cbattorneys.com

McKeesport Office

City Hall Building
Suite 305
502 Fifth Avenue
McKeesport, PA 15132
(412) 675-0940

WALTER F. BACZKOWSKI (1942-2017)
ELIZABETH BAILEY (1920-2016)

Writer's Email:

jcreean@cbattorneys.com

January 4, 2018

Craig H. Alexander, Esquire
Bruce Dice & Associates PC
787 Pine Valley Dr. Ste E
Pittsburgh, PA 15239

Re: 501 Cavitt Avenue
Our File No. 16885

Dear Mr. Alexander:

Please allow this to confirm that I submitted Mr. Yeager's proposed plan ("**Plan**") to address the Borough's concerns relating to 501 Cavitt Avenue, Trafford, Pennsylvania to you by email on December 11, 2017.

As I have not received any response from you, I assume that the Plan is acceptable to the Borough. Accordingly, Mr. Yeager will proceed with completing the Plan as proposed.

In the meantime, the Borough should refrain from taking any further action relating to Mr. Yeager's property.

If you have any questions or concerns, please feel free to contact me to discuss or to arrange a meeting.

Thank you for your anticipated cooperation in resolving this matter.

Very truly yours,

James W. Creenan

JWC/jlp

cc: Frank Yeager



Joanne Parise

From: Craig Alexander <CAlexander@dicelaw.com>
Sent: Saturday, January 20, 2018 4:14 PM
To: Joanne Parise
Cc: Jim Creenan
Subject: RE: 501 Cavitt Avenue

Mr. Creenan....I forwarded your client's "plan" to the Borough for review and consideration. Be advised that it has NOT been accepted at this time and there is no understanding or agreement between your client and Trafford Borough. I am meeting with Craig McVicker on this and other issues next week. If anything changes, I will let you know.

Craig H. Alexander, Esquire
Bruce E. Dice & Associates P.C.
787 Pine Valley Drive, Suite E
Pittsburgh, PA 15239
Office: 724-733-3080
Mobile: 412-310-1599.

--- --
From: Joanne Pototsky [mailto:jpototsky@cbattorneys.com]
Sent: Friday, January 05, 2018 9:08 AM
To: Craig Alexander <CAlexander@dicelaw.com>
Cc: Jim Creenan <jcreean@cbattorneys.com>
Subject: 501 Cavitt Avenue

Mr. Alexander,

Please see attached. The original will follow by U.S. Mail.

Joanne L. Pototsky
Paralegal
Creenan & Baczkowski, PC
3907 Old William Penn Highway
Suite 304
Murrysville, PA 15668
(724) 733-8832
(724) 733-8834 (fax)



Murrysville Office

Town Square Professional Building
Suite 304
3907 Old William Penn Highway
Murrysville, PA 15668
(724) 733-8832

JAMES W. CREENAN
MOLLY M. CREENAN
MICHAEL P. GAETANI
FRANK W. JONES (OF COUNSEL)

Creenan & Baczkowski, PC
ATTORNEYS

www.cbattorneys.com

McKeesport Office

City Hall Building
Suite 305
502 Fifth Avenue
McKeesport, PA 15132
(412) 675-0940

WALTER F. BACZKOWSKI (1942-2017)
ELIZABETH BAILEY (1920-2016)

Writer's Email:

jcreenan@cbattorneys.com

January 26, 2018

Craig H. Alexander, Esquire
Bruce Dice & Associates PC
787 Pine Valley Dr. Ste E
Pittsburgh, PA 15239

Re: 501 Cavitt Avenue
Our File No. 16885

Dear Mr. Alexander:

I am in receipt of your email correspondence of January 20, 2018.

First, I wish to confirm that I provided Frank Yeager's Plan to address the Borough's concerns regarding 501 Cavitt Avenue to you on December 11, 2017, to which I did not receive a response. By my letter of January 4, 2018, I subsequently confirmed that as we did not receive a response from you, Mr. Yeager would proceed with the Plan as proposed, to which, again, I did not receive a response.

Accordingly, after over five weeks of not receiving any response or objection, I am somewhat perplexed by your January 20, 2018 communication that the Plan is not acceptable.

In any event, I ask that you advise me why Mr. Yeager's Plan is not acceptable to the Borough. Additionally, I request that we schedule a meeting to discuss the Borough's concerns and, moreover, what is within its authority to be concerned about.

In the meantime, the Borough should refrain from taking any further action relating to Mr. Yeager's property.

Please contact me upon your receipt to discuss.

Thank you for your attention to this matter.

Very truly yours,

James W. Creenan

JWC/jlp

cc: Frank Yeager

EXHIBIT

17



CODE ENFORCEMENT AGENCY
1633 Route 51, Suite 100, Jefferson Hills, PA 15025
1-866-410-4952 www.cea-code.com

January 31, 2018

Creenan & Baczkowski, PC
Towne Square Professional Bldg.
3907 Old William Penn Highway
Murrysville, PA 15688

RE: 501 CAVITT AVENUE, TRAFFORD, PA

NOTICE OF CONDEMNATION

Dear Attorney Creenan,

Pennsylvania Uniform Construction Code Administrative regulation 403.84 states that:

- (a) A building code official may determine that a building, structure or equipment is unsafe because of inadequate means of egress, inadequate light and ventilation, fire hazard, other dangers to human life or the public welfare, illegal or improper occupancy or inadequate maintenance. A vacant building or structure that is not secured against entry is unsafe under this section.
- (b) When a building code official determines the existence of an unsafe condition, the building code official shall order the vacating of the building or structure.
- (c) A building code official shall serve a written notice on the owner or owner's agent of the building, structure or equipment that is unsafe under this section. The notice shall contain the order to vacate the building, structure or seal the equipment out of service and state the unsafe conditions, required repairs or improvements. The order shall be served by certified mail or personal service to the owner or to the owner's agent's last known address or on the owner, agent or person in control of the building, structure or equipment. A building code official shall post the written notice at the entrance of the structure or on the equipment if service cannot be accomplished by certified mail or personal service.
- (d) When a building or structure is ordered vacated under this section, the building code official shall post a notice at each entrance stating that the structure is unsafe and its occupancy is prohibited.
- (e) A building code official may not rescind the order to vacate until the owner abates or corrects the unsafe condition.

A sealed report by a Pennsylvania Architect or Engineer is now required to be presented to the Building Code Official prior to any persons entering into or onto the property or prior to any additional work or constructive efforts made the property.



DETERMINATION:

I. It is my determination as Building Code Official the structure know as: 501 Cavitt Avenue, Trafford, PA, is unsafe and unfit for human habitation or use (Title 34 Part XIV Section 403.84). It is my further determination that portions of the premises constitute a hazard, a threat to human occupancy, and show copious evidence of neglect and inadequate maintenance; specifically as stated in the findings. The structure presents a clear and present danger to life and property. Occupancy of the structure above is denied and may not continue until all code related issues are addressed to the satisfaction of the Building Code Official in accordance with the Pennsylvania Uniform Construction Code (35PA Code 7210.101 et seq.) and a valid Certificate of Occupancy is granted as provided under Title 34 part XIV section 403.65 or 403.46 of the Pennsylvania Code. Further Occupancy of these portions of the structure without a valid Certificate of Occupancy is a criminal offence in Pennsylvania and subject to severe penalty.

II. You are ordered to immediately vacate the affected portions of the structure and secure this structure and site against unauthorized entry. You are further directed to make immediate application for and obtain a Building Permit to remove, repair or replace many areas of the findings that exhibit outward signs of structural failure or otherwise unsafe conditions. Your application must include at the minimum a narrative or drawing prepared, signed and sealed by a Registered Design Professional licensed to work in the State of Pennsylvania. You must upon receipt of the appropriate permits and approvals make immediate repairs and/or removal of all unsafe conditions. All Structural repairs must be inspected and approved in accordance with Title 34 Part XIV Section 403.42 & 403.45 or 403.62 & 403.64 of the Pennsylvania Code. The Order to Show Cause allows up to 30 days for a written response or resolution/repair of the problems. The Order does not relieve your responsibility to immediately vacate the affected portions of your structure and secure them against unlawful entry. Failure to comply with the Order to Show Cause within 30 days or failure to immediately vacate the affected portions of the structure could result in severe actions being taken against you and the property. Please be further advised that under 35PA Code 7210.903 violations are occurring daily and that each day is viewed as a new violation. Violations of the Uniform Construction code are criminal in nature and carry severe penalty.

III. Citing various prior contacts with the Municipal Officials it seems obvious that you do not intend to further comply with the requests to repair and protect.

IV. Be advised that I have ordered this structure and associated site Vacated and declared it Unsafe as per Title 34 part XIV Section 403.84. I have asked the Municipality to seek Court approval to remove the hazards and mitigate damages, which could include court costs. This could affect your property rights. You should contact legal counsel at once.

Further occupancy of use of this facility without the necessary approvals and permits is a violation of state and local law and ordinance. This includes the use of the structure or site as a storage facility of any kind.

If you do not intend to comply with this order you are advised to contact an attorney at once. You have the right to legal counsel. If you do not intend to fully comply with this Order to Vacate you should take this letter to your attorney at once. If you do not have an attorney or if you cannot afford one please contact legal aid. Pennsylvania Legal Aid Network, Inc., The Louise Brooking Building, 118 Locus Street, Harrisburg, PA 17101-1414, Phone 711-236-9486 or 800-322-7572, Fax 717-233-4088.

You have the right to appeal decisions of the Building Code Official. Your appeal must be on a form provided by the municipality; this may be obtained by contacting the office initiating this correspondence. Under Title 34 part XIV Section 403.122 (f) A board of appeals shall only consider the following factors when deciding an appeal under section 501(c)(2) of the act:

- (1) The true intent of the act or Uniform Construction Code was incorrectly interpreted.
- (2) The provisions of the act do not apply.
- (3) An equivalent form of construction is to be used.

(g) A board of appeals may consider the following factors when ruling upon a request for extension of time or the request for variance:

- (1) The reasonableness of the Uniform Construction Code's application in a particular case.
- (2) The extent to which the granting of a variance or an extension of time will pose a violation of the Uniform Construction Code or an unsafe condition.
- (3) The availability of professional or technical personnel needed to come into compliance.
- (4) The availability of materials and equipment needed to come into compliance.
- (5) The efforts being made to come into compliance as quickly as possible.
- (6) Compensatory features that will provide an equivalent degree of protection of the Uniform Construction Code.

Sincerely,



Craig I. McVicker, BCO
Building Code Official
Trafford Borough

CC: Borough Manager, Solicitor



CODE ENFORCEMENT AGENCY
1633 Route 51, Suite 100, Jefferson Hills, PA 15025
1-866-410-4952 www.cea-code.com

CONDEMNED

AS

DANGEROUS AND UNSAFE

This Structure known as: *501 Cavitt, Trafford, Pa*

DANGER - KEEP OUT or AWAY

All persons are notified to keep out as long as this notice remains posted by the Building Code Official. Any person willfully destroying, mutilating or removing this card will be **CRIMINALLY PROSECUTED** to the fullest extent of the Law. ANY PERSONS entering into or onto the premises shall be **PROSECUTED** just the same.

****Under the authority of the Pennsylvania Uniform Construction Code (35PA Code 7210.101 et seq.)**

1/30/18
Date Posted

[Signature]
Building Code Official

1 IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY, PA.

2 CIVIL DIVISION

3 * * *

4 LANALEX CLOYD, INC,

5 Plaintiff,

6 vs.

No. 807 of 2018

7 TRAFFORD BOROUGH,

8 Defendant.

9 * * *

10 HEARD: May 21, 2018

11 BEFORE: HONORABLE HARRY F. SMAIL, JR.

12 * * *

13 INJUNCTIVE RELIEF HEARING

14 * * *

15 A P P E A R A N C E S

16 On behalf of the Plaintiff:
17 James Greenan, Esquire
18 Michael Gaetani, Esquire

19 On behalf of the Defendant:
20 Craig Alexander, Esquire

1

1 May 21, 2018 - 9:20 a.m.
2 P R O C E E D I N G S
3 * * *

4 THE COURT: Call the case of Lanalex
5 Cloyd Incorporated, Plaintiff, versus Trafford Borough,
6 Defendant, at Case No. 807 of 2018.

7 Will counsel please enter their
8 appearance for the record?

9 MR. CREENAN: James Creenan for Lanalex
10 Cloyd Incorporated, Plaintiff.

11 MR. GAETANI: Michael Gaetani also for
12 the Plaintiff.

13 MR. ALEXANDER: Attorney Craig Alexander
14 for the Defendant, Trafford Borough.

15 THE COURT: Counsel, are you ready to
16 call your first witness?

17 MR. CREENAN: Your Honor, before we
18 proceed with the evidence, I think it would streamline
19 today's process. We have had many discussions with the
20 Borough and we believe we have complied with everything
21 the Borough has asked for, and we have provided sealed
22 engineers' reports. There were two issues that we have
23 that our engineer indicates that if we're permitted to
24 apply for a building permit, those repairs would address
25 any possible concerns that the condemnation order
26 raised. So, I think that's probably the quickest issue.

3

1 I N D E X

2 WITNESS:

3 PAGE:

4 CRAIG McVICKER
5 Cross-Examination by Mr. Creenan
6 Direct Examination by Mr. Alexander

5
37

2

1 But before we get into the evidence, the condemnation
2 notice we believe is facially defective for procedural
3 and substantive due process reasons.

4 THE COURT: Would you like to respond,
5 Mr. Alexander?

6 MR. ALEXANDER: Thank you, Your Honor.
7 We wouldn't be here today if we agreed that they
8 complied with everything that Trafford Borough has
9 requested. Mr. McVicker is here; he is our commercial
10 code inspector. They haven't provided an engineering
11 report. It's not a report as we requested; it's more of
12 an observation, doesn't come with any plans, no detail,
13 no anything. We still don't have any permits, nothing
14 sealed. Your Honor, with regard to substantive and
15 procedural due process arguments, I'm not aware of any.
16 We can address this as we go.

17 THE COURT: So, it appears, Mr. Creenan,
18 that they are still not in agreement that this should
19 not proceed or move forward.

20 MR. CREENAN: Your Honor, I suppose I'm
21 not surprised because we have done everything they have
22 asked over the last three years, and every time we have
23 done that, we have always been told there's still
24 something else. So, I'm still at a loss. We did
25 provide a sealed engineering drawing, and they have not

4

1 identified in their condemnation notice any other issues
2 that are addressed by that report.

3 MR. ALEXANDER: We have our expert here
4 to address those.

5 MR. CREENAN: Your Honor, if -- that
6 being the case, our first witness is Craig McVicker.

7 THE COURT: Okay. If you will come
8 around that way and we will swear you in.

9
10 CRAIG McVICKER, having been
11 first duly sworn, was examined
12 and testified as follows:

13
14 THE COURT: Okay. You may take the
15 witness stand. You can just the microphone as you need
16 to.

17 THE WITNESS: Thank you.

18 * * *

19 CROSS-EXAMINATION

20 BY MR. CREENAN:

21 Q. Good morning, sir.

22 A. Good morning.

23 Q. Could you please identify yourself for the
24 record?

25 A. Certainly. Craig McVicker, M-c-V-i-c-k-e-r.

5

1 to come to 501 Cavitt Avenue with the report that there
2 were bricks from a parapet wall that were falling on to
3 the street side of Cavitt Avenue in the Borough of
4 Trafford.

5 I responded to his request to which point I
6 did observe that there were bricks that were falling
7 from the building on to the main road in Trafford
8 Borough. So, an exterior perspective at that point had
9 begun to where we did an evaluation by line of sight to
10 take a look at all of the exterior portions of the
11 building as best we can from the street side keeping
12 from a safe perspective.

13 I notified the Borough subsequent to my
14 observation that it was necessary to put up a gated
15 fence area or perimeter, if you will, to keep the
16 traffic and pedestrian patterns around the said building
17 safe from anybody being hit from any obstructions that
18 may potentially fall in or around the area.

19 Q. Sir, at that time were you aware that
20 Mr. Yeager had initiated, if not completed, work
21 required by the Borough on the sewer line for the
22 building?

23 MR. ALEXANDER: I'm going to object to
24 that as to relevance with regard to whether a structure
25 is an unsafe structure. I believe that question goes to

7

1 I am the building code official for the Borough of
2 Trafford representing the Commonwealth of Pennsylvania.

3 Q. Sir, how long have you been the building code
4 official for the Borough of Trafford?

5 A. I was retained under a contract through our
6 company, CEA, Code Enforcement Agency, and I believe we
7 were voted in by counsel in January of 2016.

8 Q. Mr. McVicker, did you cause or did you
9 provide, or prepare I should say, a notice of
10 condemnation relating to the property at 501 Cavitt
11 Avenue in the Borough of Trafford?

12 A. Yes, sir.

13 Q. Prior to preparing the document, did you
14 visually observe the interior of the structure?

15 A. No, sir.

16 Q. Did you observe the exterior of the
17 structure?

18 A. Yes, sir.

19 Q. What visual observation did you make, and who
20 were you with, if anyone?

21 A. At the time of the visual of the exterior
22 proportions, I was with a gentleman by the name of
23 Joseph Probo, P-r-o-b-o. Joe Probo was, at the time,
24 the code enforcement officer and zoning officer with the
25 Borough of Trafford. I was called out by his attention

6

1 their complaint in mandamus that they recently filed
2 with regard to the issue of whether the bond to that
3 work needs to be replaced. I don't believe it's
4 relevant in any manner with regard to this motion for
5 preliminary injunction.

6 THE COURT: Response?

7 MR. CREENAN: Your Honor, the relevance
8 is that the -- not only did we plead that in our motion,
9 and not only have they not filed a response to our
10 motion, that initial action was a requirement of the
11 borough.

12 Our problem with the Borough here has
13 been we've done with the Borough requires, and then they
14 don't do what their supposed to do, which is why this
15 building has been sitting for three years without any
16 real activity. The bond should have been released upon
17 completion of this substantial portion of the work,
18 which was done years ago. \$20,000 is sitting in the
19 borough that has to be released, that they refuse to
20 release, and as part of a lot of the predicate prior
21 factual basis before this notice of condemnation was
22 issued, we informed the Borough that if those funds were
23 released, we would immediately apply for a building
24 permit.

25 The building permit has a time limit, and

8

1 We didn't want to apply for a building permit and have
2 it expire, especially when the Borough is being
3 uncooperative. I believe it is relevant.

4 THE COURT: I'm going to overrule the
5 objection. It is relevant. Answer the question. Do
6 you recall it?

7 THE WITNESS: Could you repeat the
8 question?

9 BY MR. CREENAN:

10 Q. Sir, at the time you issued the Notice of
11 Condemnation, were you aware that there was an issue
12 with the bond for the sewer for the property?

13 A. Yes, sir.

14 Q. Had you mentioned that anywhere in your
15 Notice of Condemnation?

16 A. No, sir.

17 Q. What was the issue with the work of the
18 sewer? What needed to be done to complete the sewer
19 line, if anything?

20 A. That preceded my presence at the Borough of
21 Trafford.

22 Q. Can you speak to what was required at all,
23 sir?

24 A. No, sir. I wasn't involved with that
25 project.

9

1 A. Yes, sir.

2 Q. Is there a reason you didn't incorporate that
3 into your letter, the Notice of Condemnation?

4 A. It's my belief as the building code official
5 that one is not related to the other.

6 Q. Sir, what are the issues with the building
7 that required you or caused you to write the January 31
8 Notice of Condemnation?

9 A. The building as we have --

10 Q. Sir, if I can just ask you, can you identify
11 a particular part of the structure that required you to
12 write this notice?

13 A. Certainly. Dilapidated hazard of the
14 structural integrity of the building.

15 Q. What part of the building was dilapidated?

16 A. Specifically the parapet wall and the
17 functionality of the roof, which we could clearly
18 observe that it was day-lighted from street level
19 looking up through the windows.

20 Q. Did you take any measure to examine the
21 parapet wall closer?

22 A. No, sir. I requested an engineer from your
23 client.

24 Q. So between the time of your first observation
25 with Mr. Pro...

11

1 Q. Sir, I'd like to point your attention to the
2 timeframe of May 2016. At that time, do you recall that
3 I was involved on behalf of the property owner?

4 A. Yes, sir.

5 Q. Okay. Sir, did you provide to me an e-mail
6 that indicated that the bond would be released once the
7 work being performed passes the sanitary final
8 inspection?

9 A. That was the information that was given to
10 me. Yes, sir.

11 Q. And that's the information you passed along
12 to me?

13 A. Yes, sir.

14 Q. And at that time you also were asking for a
15 schedule; is that correct?

16 A. Yes, sir.

17 Q. So, you would agree with me that you did have
18 knowledge of the issue with the sanitary sewer line
19 prior to issuing this report?

20 A. As a project, yes, sir.

21 Q. Were you aware that the building owner was
22 requesting release of the bond for the sewer work?

23 A. Yes, sir.

24 Q. And you were aware of that before you wrote
25 this letter?

10

1 A. Probo.

2 Q. Mr. Probo?

3 A. Yes.

4 Q. Did he ever go back to the building to see it
5 again before you wrote this letter?

6 A. Yes. I went back to the building on two
7 occasions. One, would have been in September of 2017,
8 and one would have been January of 2018.

9 Q. Did you do anything at that time to closer
10 examine the parapet wall?

11 A. No, sir.

12 Q. For the purposes of the record, would you
13 please tell the Court your understanding of the parapet
14 wall?

15 A. My understanding of the parapet wall was that
16 there was brick fascia or brick objects that were
17 falling -- protruding from the parapet wall on to the
18 street side from a four-level elevation.

19 Q. Is the parapet wall at the roof level?

20 A. Yes, sir.

21 Q. In this particular structure there, that is a
22 brick facade on the parapet; correct?

23 A. It's been established as a brick facade.

24 Yes, sir.

25 Q. And the brick facade, did you have any

12

1 examination of all sides of the building and all of the
 2 bricks on the parapet wall?
 3 A. No, sir. As a building code official, I ask
 4 for an engineer's report.
 5 Q. Did you photograph any of the bricks?
 6 A. Yes, sir.
 7 Q. How many bricks fell from there?
 8 A. I did not count them. There were several.
 9 Q. Where do you see the bricks?
 10 A. On the street.
 11 Q. Were you able to compare those bricks with
 12 those that were on this particular building?
 13 A. No forensic pattern was made on that
 14 observation.
 15 Q. Are you aware that there are other buildings
 16 on the street that are in worse condition than 501
 17 Cavitt?
 18 A. No, I did not.
 19 Q. Has the Borough called you to look at any
 20 other surrounding structures that may be in worse
 21 condition?
 22 A. Yes, sir.
 23 Q. Are those brick structures?
 24 A. Yes, sir.
 25 Q. Thank you. Sir, I am going to hand you what

13

1 issue with as the basis for your condemnation notice?
 2 A. I believe in Subsection A.
 3 Q. Where are you pointing to, sir?
 4 A. In Subsection A.
 5 Q. What page, sir?
 6 A. On the first page of the cover page under
 7 inadequate maintenance. Structural integrity of the
 8 building would be covered under inadequate maintenance.
 9 I asked for an engineer's report due to the stability
 10 and integrity of the building.
 11 Q. Would you agree with me that no where in this
 12 report do you identify a particular structural component
 13 or building component or part of the building that you
 14 are taking issue with?
 15 A. A condemnation of the building as a whole,
 16 sir. It wouldn't be in particular. I'm deeming the
 17 building as a whole condemned.
 18 Q. Based upon the --
 19 A. My observation of the components. Yes, sir.
 20 Q. Sir, no where in here do you identify your
 21 observations, do you?
 22 A. No, sir. It's the building as a whole.
 23 Q. How would anyone know what you're complaining
 24 about by looking at this particular notice?
 25 A. In communication I would suppose. I don't

15

1 We will mark as Plaintiff's 1, the Notice of
 2 Condemnation.
 3 May I approach, Your Honor?
 4 THE COURT: You may. Are you requesting
 5 to move this into evidence now?
 6 MR. GREENAN: Not yet?
 7 THE COURT: Okay.
 8 BY MR. GREENAN:
 9 Q. Mr. McVicker, is this the Notice of
 10 Condemnation you referenced in your answer to my
 11 question?
 12 A. Yes, sir.
 13 Q. You agree with me it's a four-page document
 14 here?
 15 A. Yes, sir.
 16 Q. Let's take a look at that a little closer.
 17 Can you tell me where in this notice you mention the
 18 parapet wall?
 19 A. I don't believe that it's cited inside.
 20 Q. Can you point out where anywhere in this
 21 notice you reference the roof?
 22 A. I don't believe it's cited anywhere in
 23 inside.
 24 Q. Can you point out anywhere where you talk
 25 about a particular building component that you're taking

14

1 know how to answer that.
 2 Q. If we're just looking at your notice, and
 3 this -- you say this is a legal notice at the end;
 4 right?
 5 A. Yes, sir.
 6 Q. If we are looking just at this notice, how
 7 would someone in the Borough, or someone who reads this,
 8 know what you're talking about that needs to be done by
 9 the property owner?
 10 A. There's in bold a sealed report by a
 11 Pennsylvania architect is now required to be presented
 12 to building code official. So, I'm asking for an
 13 engineer to enter into and on to the property to inform
 14 me as to the integrity of the building. Yes.
 15 Q. If you were to broad this notice to the
 16 engineer, how would the engineer know what you're
 17 concerned about?
 18 A. The engineer would call me directly and ask
 19 me as to what my issues were regarding this.
 20 Q. Is there any reason you did not or could not
 21 put into this report the findings that you were
 22 concerned with?
 23 A. Yes, sir.
 24 Q. What's that?
 25 A. The building as a whole, the entire building,

16

1 is condemned, not a particular section. If I called out
2 a particular section, it would be germane to that
3 section being that something inside of the there because
4 it is condemnable if they found many other factors. I
5 would also have to go back and re-include several of
6 those other factors.

7 We condemn the building allowing an engineer
8 to observe it for structural integrity to call out all
9 the issues of the building to us so that way we can work
10 on it as an unsafe structure. I don't do a forensic
11 pattern -- investigation pattern to the details of the
12 integrity. That's up to a licensed architect engineer,
13 which is what we requested here. We specifically stated
14 out inadequate maintenance the building as a whole, not
15 a particular end of the building.

16 Q. And you are referencing the Uniform
17 Construction Code; correct?

18 A. The uniform -- a condemnation pattern works
19 directly in conjunction with the Uniform Construction
20 Code. Yes, sir.

21 Q. Is there anything under the Uniform
22 Construction Code that allows you or prevents you from
23 identifying, for the benefit of the property owner or
24 his hired engineer, the exact problem that you are
25 concerned with?

17

1 Q. Do you have technical engineer?

2 A. No, sir.

3 Q. Mechanical engineer?

4 A. No, sir.

5 Q. You are not licensed or trained in any of
6 those areas of engineering?

7 A. No, sir.

8 Q. Let's look at determination number one. You
9 are saying it's unsafe and unfit for human habitation.
10 Did you -- before I ask you the question, did you write
11 this up specifically for the Cavitt property, or did you
12 pull this from some other building --

13 A. This is an excerpt from a main file that is
14 commonly used across the Commonwealth.

15 Q. In here the second sentence begins, it is by
16 further determination that portions; right? Do you see
17 that?

18 A. Yes, sir.

19 Q. And you don't say what portions?

20 THE COURT: That's a question, sir.

21 Q. You don't say what portions anywhere?

22 A. No, sir.

23 Q. Of the premises constituting hazard -- I
24 don't know by reading this what is a hazard in your
25 opinion; correct, just by reading this notice?

19

1 A. If there's one specific detail, the building
2 code official has an opportunity to cite out the
3 specific detail. If there are multiple specific
4 details, or too many specific details, then the building
5 code official can call out the building as a whole.

6 Q. And you told us there were three things;
7 right, that you were concerned about?

8 A. There were three things that moved me from an
9 unsafe structure to a condemnation at that time. Yes,
10 sir.

11 Q. Let's look at Page 2, if you will. It
12 appears as though you have structured the rest of this
13 in Roman numerals. The first Roman numeral on Page 2 is
14 part of a determination; is that correct?

15 A. Yes, sir.

16 Q. What is a determination under the UCC?

17 A. What is a determination?

18 Q. Yes.

19 A. It's a building code official's opinion.

20 Q. Are you a licensed engineer?

21 A. I am not.

22 Q. Are you a structural engineer?

23 A. I am not.

24 Q. Civil engineer?

25 A. No, sir.

18

1 A. The building as a whole.

2 Q. Sir, you say portions of the premises. Which
3 portions constitute a premises according to your letter,
4 not according to your words here today?

5 A. It's not spelled out.

6 Q. Okay. Then you say and show copious evidence
7 of neglect and inadequate maintenance. You don't
8 describe what that is in here, do you?

9 A. No, sir.

10 Q. Then, semicolon, specifically as stated in
11 the findings. But there are no findings in here, are
12 there, sir?

13 A. They were in the previous letter with regard
14 to the unsafe notice when we were talking about the
15 bricks falling.

16 Q. They're not in here?

17 A. No, sir.

18 Q. There's no other document that is referenced
19 in this letter; correct?

20 A. No, sir.

21 Q. So, there are no findings that are
22 incorporated in here or that are specifically mentioned?

23 A. Other than the opinion of the building code
24 official.

25 Q. Which you don't express what your opinion is

20

1 other than your conclusion?

2 A. The opinion is a condemnation.

3 Q. Sir, the next sentence -- the sentence that

4 begins occupancy of the structure. Do you see that?

5 A. Yes, sir.

6 Q. Had anyone applied for a occupancy --

7 A. No, sir.

8 Q. Why is it relevant as to the occupancy of the

9 structure?

10 A. Again, it's an excerpt from a widely used

11 format that's used in condemnation processes in

12 municipalities across the Commonwealth. It covers a

13 specific section of that code.

14 Q. You then go on to say that they may not --

15 the building may not be occupied or the structure may

16 not be occupied until a valid certificate of occupancy

17 is granted; correct?

18 A. Yes, sir.

19 Q. In the normal building and development

20 process, the certificate of occupancy comes at the end

21 of the process; correct?

22 A. In new construction?

23 Q. Yes.

24 A. Yes, sir.

25 Q. And this is a -- 501 Cavitt was an unoccupied

21

1 with Trafford.

2 Q. Was there a valid certificate of occupancy

3 existing at the time you wrote this?

4 A. Yes, sir.

5 Q. There was?

6 A. There would be a valid -- yes.

7 Q. Who was the owner of occupancy permit?

8 A. Of the certificate -- I do not know, sir. I

9 don't have it.

10 Q. Did you bring it with you?

11 A. No, sir.

12 Q. Does the Borough have that?

13 A. I don't have that. I would assume so, yes.

14 The Borough is the holder of these certificates of

15 occupancy.

16 Q. Was it the current building owner that had

17 the certificate of occupancy?

18 A. I don't know that, sir. It preceded my onset

19 at Borough of Trafford.

20 Q. Let's look at the last sentence of Roman

21 numeral 1 determination. It says further occupancy of

22 these portions of the structure. Again, we don't know

23 which portions; correct?

24 A. Yes, sir.

25 Q. Without a valid certificate of occupancy is a

23

1 structure?

2 A. Yes, sir.

3 Q. So, there's no one occupying the building

4 then; right?

5 A. Yes, sir.

6 Q. But in order for someone to occupy that, they

7 would need to comply with the UCC?

8 A. That's correct.

9 Q. All aspects of it; correct?

10 A. Yes, sir.

11 Q. Not just the hazard things you tried to

12 identify?

13 A. Yes, sir.

14 Q. And that certificate of occupancy, again,

15 comes at the end of that commercial building process?

16 A. Yes, sir.

17 Q. So, as of today, if mister owner of the

18 property says I'm not going to occupy the property,

19 there's no need for a certificate of occupancy, is

20 there?

21 A. No, sir.

22 Q. Was there restrictive occupancy that you had

23 to revoke?

24 A. The building was already posted prior to my

25 onset, so it was unoccupied at the time that I came on

22

1 criminal offense in Pennsylvania and subject to severe

2 penalty; correct?

3 A. Yes, sir.

4 Q. Would you agree with me after you've answered

5 these questions that your determination, one, has

6 absolutely no bearing on the issue before the Court, or

7 that is relevant to a condemnation?

8 A. No, sir. It's still unfit for human

9 occupancy.

10 Q. Okay. But as far as the occupancy, that does

11 not apply; correct?

12 A. There is no occupancy.

13 Q. There was none?

14 A. Correct. Yes, sir.

15 Q. So, that section of your determination

16 doesn't apply? It's irrelevant?

17 A. It did not apply to the specific.

18 Q. Your last statement, which includes a try of

19 criminal prosecution, doesn't apply also because there's

20 no one occupying it?

21 A. That's correct.

22 Q. Why did you include that if it didn't apply?

23 A. Again, it's a generally widely used format

24 that we used in condemnation processes throughout the

25 Commonwealth.

24

1 Q. Does that say -- what you just said about the
2 widely used, et cetera, is that stated anywhere to the
3 property owner in your notice of determination?
4 A. No, sir.
5 Q. Let's look at Roman numeral 2. Again, you
6 are saying that someone should vacate the affected
7 portions of the structure -- we've gone through that --
8 and secure the structure and site against unauthorized
9 entry; is that correct?
10 A. Yes, sir.
11 Q. Now, at this time in January of 2018, the
12 structure had already been secured; correct?
13 A. Yes, sir.
14 Q. So that does not apply. Sir, the rest of
15 number 2 talks about a process -- can you tell us why
16 you generally, without reading it, tell us what's the
17 purpose of the second determination?
18 A. Again, I'm directing him to get in touch
19 with -- the property owner to get in touch with us to
20 obtain a permit to otherwise help fix the structure.
21 You know, your application should -- it's all relevant.
22 It should include a minimum narrative of drawings
23 prepared or still by registered design professional,
24 which the Commonwealth requires under the UCC.
25 Structural repair -- I mean, it's just citing different

25

1 confused by your question.
2 Q. Before you wrote this report?
3 A. Before I wrote that report?
4 Q. Yes.
5 A. I would say, no, sir.
6 Q. You were not aware of that?
7 A. No, sir.
8 Q. Would you be surprised to learn that the
9 property owner did, in fact, provide a plan of
10 correction to the Borough prior to you writing this
11 Notice of Condemnation?
12 A. We have a difference in our opinion with the
13 word plan.
14 THE COURT: Be responsive to the
15 question.
16 A. No, sir.
17 Q. Sir, let's take the word plans -- and I don't
18 want the record to be unclear in any way. If you think
19 I'm describing the word plan or using the word plan as a
20 blueprint or drawing, is that what you meant?
21 A. Yes, sir.
22 Q. How about a several paragraph description of
23 work to be performed on the property by the property
24 owner?
25 A. Yes, sir.

27

1 portions of the code to specify in the proceedings of the
2 this.
3 Q. Very well. Are you intending to say -- I
4 don't want to put words in your mouth -- you want the
5 engineer to provide a drawing of the area that you are
6 concerned with?
7 A. Yes, sir, and among other things.
8 Q. And that would be through an application for
9 a building permit?
10 A. Yes, sir.
11 Q. Are you aware of the efforts that the
12 property owner made to address the concerns of the
13 Borough prior to you providing this letter?
14 A. Yes, sir. I have limited awareness.
15 Q. Were you aware that the property owner
16 provided a plan to correct the very things that you were
17 concerned about, provided that to the Borough toward the
18 end of 2017?
19 A. I'm sorry. Can you repeat that question
20 again? I'm sorry.
21 Q. Were you aware that the property owner
22 provided to the Borough a plan to correct the very
23 things you were concerned with and provided that plan by
24 the end of 2017?
25 A. Prior to me or you're saying in 2017? I'm

26

1 Q. Was that provided to you before you wrote
2 this notice?
3 A. Yes, sir.
4 Q. When was it provided to you?
5 A. I believe in -- I don't have -- without my
6 materials, I don't have a specific date, but I believe
7 in 2017.
8 Q. You don't reference that in here, do you?
9 A. No, sir.
10 Q. Did you provide any written response to the
11 property owner's plan to perform remedial work on the
12 things that you identified?
13 A. No, sir.
14 Q. Why not?
15 A. The burden of the information would have to
16 come from the building owner back to the Borough to
17 submit the plan in proper manner so the Borough would be
18 able to review those plans in conjunction with his
19 request. Nothing had been officially filed.
20 Q. Sir, how hard would it have been for you to
21 say I need to see building plans before I can comment on
22 your plan of correction?
23 A. I had stated that on several occasions.
24 Q. Did you provide that in response to the
25 property owner's plan submitted to the Borough?

28

1 A. Yes, sir. I believe that there was an e-mail
2 exchanged.
3 Q. Did you bring that with you, sir?
4 A. I may have, yes, in my materials.
5 Q. Let's get the record clear. I'll hand you
6 what we'll mark as Exhibit 2. Sir, when did you first
7 see the contents of this e-mail, which is from myself to
8 Mr. Alexander here, copied to Borough manager on
9 December 11, 2017.
10 A. I do not know. Specifically, I do not know.
11 You're asking me for specific -- I do not know.
12 Q. Can you show the Court anything in writing
13 that you provided back to the property owner as to your
14 comments on any aspect of the work that's identified
15 here?
16 A. Yes, sir.
17 Q. What's that?
18 A. I believe that the condemnation notice
19 clearly spells out the information -- on the face sheet
20 on the condemnation clearly spells out a directive of
21 how to correct the action, specifically, for what's
22 being requested in this e-mail.
23 Q. So, between December 11th, you had no writing
24 to the property owner other than the Notice of
25 Condemnation?

29

1 we had here in the courtroom just outside with regard to
2 the procedural aspects and plans of what were required.
3 Q. Sir, if that was in March -- middle of
4 March -- when we filed our motion, that was the first
5 conversation you had about your observations of this
6 December 2017 plan?
7 A. Yes, sir. The plan that was filed in
8 December -- that you're referring to in December of 2017
9 is what, as a building official, I would take an excerpt
10 of being a suggestion. It's not a formal plan and it's
11 not something that has formally been given to the
12 Borough of Trafford. It's a suggestion. A formal plan
13 or something would be something that would be applied
14 for in conjunction with the procedures of the UCC.
15 I expressed that in the face page of my
16 condemnation notice by relevance of bringing a sealed
17 engineered drawing along with a designed set of plans
18 and an application could work out this process on the
19 building of 501 Cavitt. So, in my mind, this is
20 relevant; this was given back in January as a portion to
21 your question of did we respond. This is the response
22 from the Borough.
23 Q. Just to be clear, you had no conversations
24 with the property owner about the plan after December
25 11th until you wrote this --

31

1 A. On December the 11th?
2 Q. Between December 11th, when this was sent to
3 the Borough, and you don't know when you got it, did you
4 provide any writing back to the property owner?
5 A. No, sir.
6 Q. Sir, do you agree that the attachment here in
7 this e-mail includes statements indicating when certain
8 work would be performed?
9 A. Yes, sir.
10 Q. And when -- what work would be performed?
11 A. Yes, sir.
12 Q. And design and contractors had been
13 consulted, and this is our plan; right?
14 A. Yes, sir.
15 Q. Wasn't it true that the Borough required the
16 property owner to have a plan before he would be
17 permitted to do work?
18 A. Yes, sir.
19 Q. Why didn't the Borough provide a response to
20 his plan prior to issuing the condemnation notice?
21 A. I believe that we did. I believe that we had
22 the conversation.
23 Q. When?
24 A. I believe that there were a couple of
25 conversations. One was preceding the first hearing that

30

1 A. No, sir.
2 Q. Thank you. And any discussions that have
3 occurred, occurred subsequent to or the same date
4 following the time we presented a motion where you came
5 to court with Mr. Alexander and Mr. Gaetani?
6 A. Yes, sir.
7 Q. You have had discussions since that date;
8 correct?
9 A. Yes, sir.
10 Q. What remains to be done, in your opinion as
11 the code enforcement officer in Trafford, for mister
12 property owner to be able to go forward and complete
13 repairs?
14 A. That the structural engineer's opinion that's
15 been submitted to the Borough of Trafford be transferred
16 into a designed set of drawings along with an
17 application to the Borough of Trafford that can be
18 reviewed and a plan review and permitted to the
19 applicant so that inspections can take place for the
20 alterations of his commercial structure.
21 Q. Mr. McVicker, after the May court argument
22 that you attended, right, we had a meeting at
23 Mr. Alexander's office; is that right?
24 A. Yes, sir.
25 Q. And one of the things mentioned was the

32

1 release of the bond for the sewer work?

2 A. Yes, sir.

3 Q. Did you have any understanding leaving that

4 meeting --

5 MR. ALEXANDER: I just want to have a

6 standing objection on the release of the bond. I think

7 it's completely irrelevant for these proceedings. I

8 know you have already overruled that objection. I just

9 want to note for the record my standing objection on

10 that.

11 THE COURT: The Court will note the

12 standing objection, but it has been ruled on. We made

13 proceed.

14 BY MR. CREENAN:

15 Q. With respect to the release of the sewer

16 bond, have you determined what needs to be done to

17 release the sewer bond, if anything?

18 A. No, sir, I have not. It's not mine.

19 Q. Are you aware of anyone in the borough who

20 has done anything to determine what needs to be done to

21 release the sewer --

22 A. I am not aware. No, sir.

23 Q. Do you agree with me that a subject of the

24 discussion is ongoing and then that release of the sewer

25 bond would enable and help the property owner get this

33

1 Q. Why?

2 A. There are two different departments under two

3 different specifications. One is of the street

4 department with the sewer that begins a project. Mine

5 is of the building department as the building code

6 official.

7 So, wise in my end because, you know, I did

8 not instigate the sewer situation. Wise in the fact

9 that to find out what needed to be done through the

10 street department and the sewer relevant to their -- to

11 bring forward to this should your client want to

12 continue with of progress of this commercial structure.

13 Q. I think I understand what you're saying, sir.

14 That's not your department; is that correct, sir?

15 A. Yes, sir.

16 Q. You were aware that the other issue was

17 rolled into the discussions; correct, as of today?

18 A. I was present at the discussions. Yes, sir.

19 Q. As of today you are not aware of anything the

20 Borough has said or requires to release the sewer bond?

21 A. No, sir.

22 Q. And additionally the only other thing you

23 need is a building permit; correct?

24 A. No, sir. I need a designed set of drawings

25 specifically stating out what the engineer's report

35

1 other work done?

2 A. That the ongoing of the conversation, yes,

3 sir.

4 Q. Sir, would it be foolish for the property

5 owner to continue to invest more money when the Borough

6 hasn't done what it needs to do to release --

7 MR. ALEXANDER: Objection, Your Honor.

8 It calls for speculation.

9 THE COURT: I am going to overrule that.

10 He's the building code enforcement officer and he can

11 indicate what his opinion is related to that, and that's

12 still not an expert opinion. You can proceed to answer

13 the question.

14 THE WITNESS: Can you repeat the

15 question?

16 BY MR. CREENAN:

17 Q. Would it be wise or foolish, one or the

18 other, for the property owner to proceed and continue to

19 try and meet the Borough's unmet demands when they

20 haven't even told him what needs to be done to release

21 the sewer bond?

22 A. I believe that in my -- you're asking for

23 my -- to give my opinion to this.

24 Q. Wise or foolish?

25 A. Wise.

34

1 mentions.

2 Q. But isn't that required for the building

3 permit?

4 A. Yes, sir.

5 Q. So, the building permit process, correct, is

6 something that we're going to go through, and we told

7 you we will go through; correct?

8 A. Yes, sir.

9 Q. Are you satisfied with what you have seen up

10 to now provided you get an adequate code-compliant

11 application with prepared by the right kind of engineer?

12 A. I am satisfied. Yes, sir.

13 Q. So, is Mr. Yeager applied for a building

14 permit tomorrow, and it complied with the issues in his

15 plan; right?

16 A. (Nods head.)

17 Q. You'd have to grant the permit?

18 A. Yes, sir.

19 Q. Okay. And that's limited -- that could be

20 limited just to the things requiring immediate repair

21 addressed by the engineer?

22 A. Yes, sir.

23 MR. CREENAN: Your Honor, I have

24 identified two exhibits so far. I'm not going to offer

25 them into evidence.

36

1 THE COURT: Okay. Thank you.
 2 Mr. Alexander, as of -- this would be, I guess, as of
 3 cross, but it's obviously your witness.
 4 MR. ALEXANDER: Thank you, Your Honor.
 5 MR. CREENAN: Are you going to have any
 6 other witnesses?
 7 MR. ALEXANDER: Yes. So, am I proceeding
 8 in my case, Your Honor?
 9 THE COURT: I think you can cross him as
 10 of this direct. Well, this was as of cross, it was his.
 11 Now it's in direct.
 12 MR. ALEXANDER: Now, it's my direct.
 13 THE COURT: Yes, it is.
 14 MR. ALEXANDER: Okay.
 15 * * *
 16 DIRECT EXAMINATION
 17 BY MR. ALEXANDER:
 18 Q. Mr. McVicker, with regard to e-mail
 19 communication from December 11, 2017, you would agree
 20 that what Mr. Creenan referred to as a plan is not
 21 actually a plan. It's never been submitted to the
 22 Borough of Trafford for review?
 23 A. That is correct.
 24 MR. CREENAN: Objection. It's been asked
 25 and answered. It was submitted to the Borough, he

37

1 Q. And they indicated that they could adjust the
 2 timelines on that to be more definitive; correct?
 3 A. Yes, sir.
 4 Q. What did you tell them you needed at that
 5 time again?
 6 A. I needed a designed set of drawings sealed by
 7 a Pennsylvania registered architect or engineer
 8 specifically to the details in conjunction with the
 9 building codes along with an application filed with the
 10 Borough of Trafford for a UCC commercial alteration
 11 permit.
 12 Q. To date, has that been done?
 13 A. No, sir.
 14 Q. I believe Mr. Creenan just asked you, if we
 15 do that, will you grant the permit, and you said?
 16 A. Yes, sir.
 17 Q. But they haven't done it?
 18 A. No, sir.
 19 Q. Now, they indicated that they submitted an
 20 engineering report?
 21 A. Yes, sir.
 22 MR. ALEXANDER: I'm going to mark this --
 23 they were numbers, Your Honor. Do you want us to be
 24 letters?
 25 THE COURT: Well, let me see here. You

39

1 acknowledged that it was. He knew about it, and it was
 2 submitted for review.
 3 BY MR. ALEXANDER:
 4 Q. This was submitted to the borough solicitor
 5 with a copy to Trafford Borough?
 6 A. Yes, sir.
 7 Q. There's no sealed drawings that come along
 8 with it?
 9 THE COURT: All right. So, I am going to
 10 overrule the objection. You may proceed.
 11 BY MR. ALEXANDER:
 12 Q. There's no sealed drawings that come along
 13 with it?
 14 A. No, sir.
 15 Q. There's no detail that comes along with it?
 16 A. No, sir.
 17 Q. I think you referred to it as a suggestion?
 18 A. Yes, sir.
 19 Q. There's nothing we can grant with regard to
 20 that suggestion for Borough of Trafford?
 21 A. No, sir.
 22 Q. When we met at my office following the
 23 initial hearing here before this Court, in fact, they
 24 showed this to us again. Do you remember that?
 25 A. Yes, sir.

38

1 are the Defendant. So, yes, you will do letters. This
 2 will be A.
 3 MR. ALEXANDER: Should I have her --
 4 THE COURT: She can mark it, yes.
 5 In the end she will mark it anyway.
 6 MR. ALEXANDER: May I, Your Honor?
 7 THE COURT: You may. Sure.
 8 BY MR. ALEXANDER:
 9 Q. Mr. McVicker, can you identify the drawing
 10 that I placed in front of you?
 11 A. The drawing is a structural report submitted
 12 to Mr. Frank Yeager by MR Structures, LLC, with regard
 13 to 501 Cavitt Avenue. Trafford, PA 15085.
 14 Q. Mr. McVicker, does the structural report
 15 provided by MR Structures, LLC, satisfy the
 16 Commonwealth's requirements to lift the condemnation?
 17 A. No, sir.
 18 Q. Why does it not?
 19 A. The ending proportion of the letter
 20 specifically states of the engineer that it is an --
 21 that the structure was limited to general visual
 22 inspection overall, and it's an opinion and he is
 23 recommending that further details could convey how to
 24 fix the structure. But it was his observation of the
 25 integrity of the structure.

40

1 Q. What did the engineer's report lack in your
2 opinion?

3 MR. GREENAN: Objection. Lack of
4 qualification to comment on the engineer report.

5 THE COURT: I will sustain the objection.

6 BY MR. ALEXANDER:

7 Q. As a code enforcement officer -- commercial
8 code enforcement officer that reviews plans in
9 condemnation procedure, are you familiar with what is
10 required by the Commonwealth?

11 A. Yes, sir.

12 Q. And I believe you already testified that this
13 is not in compliance with what is required by the
14 Commonwealth?

15 A. Yes, sir.

16 Q. What is required by the Commonwealth?

17 A. A designed set of stamped drawings.

18 Q. And this report lacks that?

19 A. Yes, sir.

20 Q. I'm going to ask you to go back to the
21 condemnation notice. With regard to item number one,
22 occupancy of the structure, have you ever been involved
23 in a case where a structure has been occupied without
24 ever having obtained an occupancy permit?

25 MR. GREENAN: Objection. Relevance.

41

1 testified that it's off-the-shelf.

2 THE COURT: I am going to overrule the
3 objection anyway. You can proceed forward with it. If
4 it goes astray again, we can certainly address it as we
5 move forward.

6 MR. ALEXANDER: Thank you.

7 BY MR. ALEXANDER:

8 Q. Are you familiar with instances where people
9 occupy structures illegally?

10 A. Yes, sir.

11 Q. That wasn't the case in this particular case?

12 A. No, sir.

13 Q. But doesn't this particular provision give
14 notice that if you occupy, you could be criminally
15 prosecuted?

16 A. Yes.

17 Q. And that places Mr. Yeager on notice that if
18 he does that can happen?

19 A. Yes, sir.

20 Q. In the second provision, you ask him to make
21 immediate application for an obtainability permit to
22 remove, repair, replace, and so on and so forth. That
23 hasn't been done?

24 A. No, sir.

25 Q. That is what's been asked throughout the

43

1 THE COURT: Want to respond?

2 MR. ALEXANDER: Your Honor, I believe
3 that Mr. McVicker indicated that this is based off of a
4 form that's widely used throughout the Commonwealth.
5 While it doesn't specifically apply to the instance at
6 hand, I believe he can testify that the reason this is
7 in there is because there are instances where people go
8 in and occupy them. So, placing them on notice ahead of
9 time, if you occupy, this is what could happen.

10 THE COURT: Do you want to respond that?

11 I am a little concerned -- I will give you some
12 latitude. I am going to overrule the objection, but you
13 have got to tie it to this case. You can't just utilize
14 what is a general pro forma Commonwealth form and try in
15 this particular case so it covers the issues before the
16 court.

17 MR. ALEXANDER: I get that and I
18 understand that. I appreciate that. I'm just trying to
19 point out why it might be in there.

20 MR. GREENAN: I would add that his prior
21 testimony is to restrictive occupancy, and he knew it
22 wasn't occupied. He's already answered those things and
23 acknowledged all of this form, this whole letter, is
24 off-the-shelf. Doesn't apply to this property.

25 MR. ALEXANDER: I don't believe he ever

42

1 course of these proceedings?

2 A. Yes, sir.

3 Q. Even when we sat in my office a few weeks
4 ago?

5 A. Yes, sir.

6 MR. GREENAN: Objection. Leading.

7 THE COURT: I will sustain the objection.
8 Again, you are on direct.

9 MR. ALEXANDER: Thank you, Your Honor.

10 BY MR. ALEXANDER:

11 Q. Now, you indicated that you did not do an
12 inventory of the bricks that had fallen in the roadway
13 in Trafford Borough?

14 A. Yes, sir.

15 Q. Were you able to see, from your visual
16 inspection, that bricks had fallen from the Yeager
17 structure at 501 Cavitt?

18 A. Yes, sir.

19 Q. Are there also windows that are broken out?

20 A. Yes, sir.

21 Q. I'm going to show you what you prepared, and
22 we're going to mark it as we go through. Do you have a
23 copy in front of you?

24 A. No, sir. It's on top of the...

25 Q. The first document dated January 4, 2013,

44

1 let's mark that as Exhibit B. Could you identify that
 2 drawing?
 3 A. Yes, sir. It's a letter --
 4 Q. Not drawing, but a letter? I'm sorry.
 5 A. Yes, sir.
 6 MR. CREENAN: Your Honor, the witness on
 7 the stand is neither the author nor the recipient of
 8 this particular document. It is authored by someone
 9 else of the Borough, and it predates the property
 10 owner's ownership of the property. I'm going to move
 11 to -- I would object to the entire line of questioning
 12 about this packet. I think we're limited to what are
 13 the issues in the condemnation. He identified during
 14 his testimony, when I asked him the question, about
 15 three things.
 16 THE COURT: I will sustain the objection.
 17 MR. ALEXANDER: Do we want to unmark
 18 those as B, Your Honor?
 19 THE COURT: We will unmark the exhibit.
 20 BY MR. ALEXANDER:
 21 Q. The next item, before we even mark it,
 22 Mr. McVicker, what is that? Starts with occupancy
 23 permits.
 24 THE COURT: Let me narrow the scope here
 25 because I think you objected to the entire packet?

45

1 Q. Let's mark that as Exhibit B.
 2 THE CLERK: I'm really confused. What is
 3 going to be B?
 4 THE COURT: Why don't we do this, as
 5 you're getting to the exhibits that's going to be
 6 presented, can you set it aside and maybe she will know
 7 then.
 8 MR. ALEXANDER: Want me to take that back
 9 and I will just hand you them as we go?
 10 THE COURT: I think that would work
 11 better because she has to mark them as you go and they
 12 may be subject to objection.
 13 MR. ALEXANDER: What we're going to mark,
 14 Your Honor, as Exhibit B is an April 22nd, 2016
 15 communication from Mr. Creenan to Mr. McVicker.
 16 MR. CREENAN: Proffer as to the relevance
 17 of this particular letter?
 18 THE COURT: He's saying it's irrelevant.
 19 Do you want to respond?
 20 MR. ALEXANDER: Yes. I believe that
 21 Mr. McVicker put this packet together so that the Court
 22 could have an outline of the entire process that's
 23 occurred here. It's a letter from Mr. Creenan to
 24 Mr. McVicker regarding what we are talking about right
 25 now.

47

1 MR. CREENAN: Yes, Your Honor. I
 2 think --
 3 THE COURT: Mr. Alexander, I will allow
 4 you to go through so that each item can be addressed
 5 separately if there is an objection.
 6 MR. ALEXANDER: Well, they are individual
 7 exhibits.
 8 THE COURT: I'm not sure if Mr. Creenan
 9 knew --
 10 MR. CREENAN: Your Honor, this occupancy
 11 permit is attached to the letter that you just sustained
 12 an objection to.
 13 MR. ALEXANDER: Mine aren't stapled.
 14 MR. CREENAN: Well, that's what I was
 15 handed, Mr. Alexander. I'm sorry. I still don't see
 16 the relevance of those items.
 17 THE COURT: Well, the letter has been
 18 ruled upon as far as it's sustained. But with the
 19 separate items, I am going to allow Mr. Alexander to
 20 present. If you should have an objection, we will
 21 address each one.
 22 BY MR. ALEXANDER:
 23 Q. Let's move ahead to the April 22, 2016
 24 letter. That's when your tenure began?
 25 A. Yes, sir.

46

1 THE COURT: I am going to overrule the
 2 objection. It is relevant and you may pursue it.
 3 MR. CREENAN: Withdrawn objection.
 4 BY MR. ALEXANDER:
 5 Q. Go ahead, Mr. McVicker.
 6 A. The letter dated April 22nd is a response
 7 from a letter that preceded to me stating that he was in
 8 receipt of my notice of violation dated April 19th,
 9 2016, which was the first letter I had sent out on
 10 behalf of the Borough of Trafford on my behalf as the
 11 building code official for the Borough.
 12 Q. So, the next -- in the paper-clipped portion
 13 of the documents, Mr. McVicker, is a September 8, 2016
 14 letter?
 15 A. Yes, sir.
 16 MR. ALEXANDER: One second. Mine are
 17 aren't paper clipped so it might take a second.
 18 They go all the way up to the notice of
 19 violation cause for emergency action. That's the
 20 paper-clipped portion that you have in the second
 21 portion of the exhibit.
 22 THE COURT: Is that what you're seeing,
 23 Mr. Creenan?
 24 MR. CREENAN: No.
 25 THE COURT: All right. Well, let's get

48

1 it clear so that we can --

2 MR. ALEXANDER: September 8, 2016.

3 MR. CREENAN: Yes. How many pages?

4 MR. ALEXANDER: One, two, three, four,

5 five.

6 MR. CREENAN: Stop. Everything after

7 that is not from us. There is a return receipt

8 addressed to our office and signed by our office, and we

9 wouldn't have sent a letter to ourself like that.

10 MR. ALEXANDER: Okay. Mr. McVicker,

11 let's just look at the first --

12 THE WITNESS: It's out of order, but

13 there is an August 8th letter, and the September 8th is

14 the response.

15 MR. ALEXANDER: So, let's mark the

16 September 8th as --

17 THE COURT: C.

18 MR. ALEXANDER: -- as the next exhibit.

19 That would be Exhibit C.

20 BY MR. ALEXANDER:

21 Q. So, Exhibit C is the September 8th, 2016

22 letter and three drawings -- three pictures. Can you

23 identify that?

24 A. Yes, sir.

25 Q. What are those?

49

1 THE COURT: Is that cleared up?

2 MR. CREENAN: Now he answered it

3 correctly, yes.

4 Your Honor, if I may, I believe he

5 mentioned condemnation in '16. There was no

6 condemnation in '16. I want to make sure the record is

7 clear.

8 THE COURT: The Court is a little

9 confused too. My understanding is that there is only a

10 sewer bond issue in '16; is that correct?

11 MR. ALEXANDER: In '16.

12 MR. CREENAN: Right. I think they --

13 THE COURT: Mr. Alexander, I guess for

14 purposes of clarifying the record, we're only talking

15 about the sewer bond issue in the fall of 2016; is that

16 correct?

17 BY MR. ALEXANDER:

18 Q. There was a notice of violation issued August

19 29th, 2016; is that right?

20 A. Yes, sir.

21 Q. And that's what Mr. Creenan responded to?

22 A. Yes, sir.

23 MR. ALEXANDER: Now it seems to be going

24 a little bit out of order. List the notice of violation

25 as Exhibit --

51

1 A. It's a letter from Mr. Creenan on behalf of

2 Mr. Yeager specifying that the enclosed photographic

3 evidence of the repairs done by Mr. Yeager had been

4 completed and, furthermore, that Mr. Yeager has not

5 received his bond.

6 Q. Upon receipt of Mr. Creenan's letter, did you

7 go out and inspect the property?

8 A. Yes, sir.

9 Q. Did you find that he did, in fact, make the

10 remediations necessary in order to lift the

11 condemnation?

12 A. No, sir.

13 Q. What did you determine?

14 A. That there were still additional -- that the

15 information received there was specific to the sanitary

16 issue and not the building issue.

17 MR. CREENAN: Your Honor, I believe he

18 indicated he did not go out to the property after that

19 and then answered a question about what he found. I

20 heard no to that question.

21 BY MR. ALEXANDER:

22 Q. Did you go out and visually inspect the

23 property?

24 A. After this letter. Yes, sir. Visual

25 inspection was performed on the issues that was here.

50

1 THE COURT: You are on D.

2 MR. ALEXANDER: -- D.

3 THE COURT: Is that subsequent to the

4 September 8 letter that was marked as Defendant's

5 Exhibit C?

6 MR. ALEXANDER: It is.

7 THE COURT: Okay.

8 MR. ALEXANDER: I'll mark this as Exhibit

9 D and give him my copy.

10 MR. CREENAN: Can we see what you have?

11 August 29 of 2016, okay.

12 MR. ALEXANDER: Yes. The packet is a

13 little bit out of order.

14 BY MR. ALEXANDER:

15 Q. Could you identify that exhibit,

16 Mr. McVicker?

17 A. The letter dated August 29th, 2016 is the

18 notice of violation being sent to Mr. Creenan on behalf

19 of Mr. Yeager from me notifying him that -- in the first

20 part, I was unaware of any meeting taking place at the

21 Borough of Trafford to progress any matters of this

22 nature. I continued to show forth the code

23 demonstrations as to why the building is still unsafe.

24 Q. Was there any response to that letter, if you

25 can recall?

52

1 A. No, sir.

2 Q. I'm going to show you what I'm going to mark

3 as Exhibit E. Is the notice of violation cause for

4 emergency action -- can you identify that document?

5 A. Yes, sir. This is a letter written from

6 myself, the CEA, to Mr. Greenan on behalf of Frank

7 Yeager dated August 8th, 2017. It's another notice of

8 violation in addition to it's a cause for emergency

9 action.

10 I spelled out the particulars and specifics

11 with regard to my visual aspects of the building with

12 regard to the bricks. I cited the code under Section

13 403.84 the Uniform Construction Code standard of the

14 Commonwealth. Also, placed in bold a directive that due

15 to general unsafe conditions of the brick edges, side

16 walls and roof concept, the structure being compromised

17 by infiltration and neglect, which could be seen out of

18 line of sight. That I was requiring a sealed report by

19 a Pennsylvania architect or engineer to be submitted to

20 my attention aligning the integrity of the structure in

21 its entirety. And that, you know, I did put them on

22 notice that this was under the Commonwealth being put as

23 an emergency action because we had to close down a

24 public street.

25 Q. When Mr. Greenan stated to you on his cross

53

1 A. The findings that -- where are you?

2 Q. The Notice of Condemnation, does it refer to

3 anything earlier that you had given -- were you

4 referring to anything earlier?

5 MR. GREENAN: Objection. Asked and

6 answered.

7 THE COURT: I will sustain that

8 objection.

9 BY MR. ALEXANDER:

10 Q. Mr. McVicker, there are a series of 15

11 pictures that start with the picture of the building?

12 A. Yes, sir.

13 Q. I'm going to mark that as exhibit --

14 THE COURT: It will be G. We will do it

15 cumulatively so we have them all together.

16 Q. I'm going to ask you to identify these

17 pictures for the Judge, because my packet does not

18 contain them and I think that's because I gave them at

19 the last hearing.

20 A. Certainly. The first picture --

21 THE COURT: Do you want to use these,

22 Mr. Alexander, while you are going through?

23 MR. ALEXANDER: That would be great.

24 THE COURT: Sure.

25 BY MR. ALEXANDER:

55

1 that there were no findings enclosed and he had no idea

2 what needed to be done, is that a correct statement?

3 MR. GREENAN: Objection. It's

4 argumentative. Leading.

5 THE COURT: I will sustain the objection.

6 BY MR. ALEXANDER:

7 Q. Did you provide findings with regard to what

8 needed to be done?

9 A. Yes, sir.

10 Q. Then I'm going to mark as Exhibit F the

11 Notice of Condemnation, which we previously discussed

12 earlier but was not entered into evidence.

13 Mr. McVicker, in your Notice of Condemnation, you

14 reference findings. What findings were you referencing?

15 MR. GREENAN: Objection. Asked and

16 answered.

17 MR. ALEXANDER: What was the answer?

18 THE COURT: I will overrule the

19 objection. Go ahead and answer.

20 THE WITNESS: The finding that I found,

21 it's my determination that the building continued to be

22 in dilapidation causing continued hazard in the Borough

23 of Trafford.

24 BY MR. ALEXANDER:

25 Q. What were the findings you were referencing?

54

1 Q. First picture?

2 A. First picture is an outward look of the side

3 angle of 501 Cavitt Avenue in Trafford, PA.

4 Q. What does that depict?

5 A. Depicts a four-story structure with windows

6 being missing on the second and third floors. The front

7 gate coming off of the -- where the gate comes off is

8 actually the main street and considered the front of the

9 building.

10 Q. And the second picture?

11 A. The second picture is the first posting of my

12 condemnation notice, which would be considered on the

13 front side of the building.

14 Q. Next to the roadwork construction sign?

15 A. Yes, sir.

16 Q. The third picture?

17 A. The third picture is a front view of the

18 building standing on Cavitt Avenue looking directly at

19 the building. Again, to show a perspective of the

20 building along with the parapet wall at the roof line.

21 Q. Are there bricks missing from the parapet

22 wall?

23 A. There are bricks missing. Yes, sir.

24 Q. Are there windows that are broken out on the

25 second and third floor like on the other side?

56

1 A. Yes, sir.
 2 Q. And the next picture?
 3 A. The next picture is a side angle, again, of
 4 the structure side of 501 Cavitt.
 5 Q. And the next picture?
 6 A. Next picture is a demonstration -- it's a
 7 picture that we take as building inspectors and
 8 officials of the electrical panel. This is a
 9 demonstration for legal purposes that there's no meter
 10 at the building, no electricity is established at the
 11 building, which would otherwise be required for
 12 occupancy.
 13 Q. Nice, snowy March pictures.
 14 A. Yes.
 15 Q. What's the next picture?
 16 A. Next picture is a side angle of the building
 17 in its kept condition at the time of the photograph,
 18 which includes, you know, the side angle going down
 19 towards the Borough of Trafford.
 20 Q. What does it show with regard to the windows?
 21 A. They are boarded up on the first floor.
 22 Again, from other views and perspectives, they are not
 23 boarded up on the second or third floor.
 24 Q. And if you turn the page, that's the picture
 25 that depicts what you just --

57

1 condition.
 2 THE WITNESS: Yes, sir.
 3 THE COURT: It was the emergency notice
 4 that indicated that and a follow up with a Notice of
 5 Condemnation?
 6 MR. ALEXANDER: That's correct.
 7 THE COURT: It is overruled. The
 8 objection is overruled, and they will continue to be
 9 permitted.
 10 BY MR. ALEXANDER:
 11 Q. Next picture, Mr. McVicker?
 12 A. Next picture is an open entry into the ground
 13 floor where the door has -- you know, I found during my
 14 visual aspect that the door is open and that the
 15 perspective of this as we do when we do these
 16 parallels -- it is a fresh snow pack that is in front of
 17 it. This was not a door that was opened up. It's a
 18 door that has been opened.
 19 Q. And the next picture?
 20 A. Next picture is an entryway that shows that.
 21 I took a picture of the lab box on there just to
 22 demonstrate that it was once occupied or previously
 23 occupied, but it is not at this time.
 24 Q. And the next picture?
 25 A. Next picture is a side angle, again, of the

59

1 A. Yes, sir. Standing at the same angle taking
 2 a picture directly upward.
 3 Q. What would you call the bricks that are right
 4 above the windows? Does that have any particular name,
 5 the angled bricks?
 6 A. The ledger bricks?
 7 Q. Is that what that part is called, ledger
 8 bricks?
 9 A. Yes.
 10 Q. Can you tell us if any of those have fallen?
 11 A. I can't make a determination. It does look
 12 like maybe one on the third floor there. Certainly, it
 13 does show signs of dilapidation for work -- I'm sorry --
 14 excuse me. On this first floor, I am seeing where this
 15 is one missing.
 16 Q. And others --
 17 MR. CREENAN: Objection, Your Honor. I'm
 18 going to object to the photographs. The witness has
 19 testified to what he thought the condition was. These
 20 photographs are not of those areas of the condition
 21 previously identified, and I think they're irrelevant to
 22 the case proceedings other than to try to inflame the
 23 Court into thinking it is worse than what it is.
 24 MR. ALEXANDER: I think that he testified
 25 this building as a whole that is in a dilapidated

58

1 structure. This particular portion of this picture is
 2 showing that there is vegetative vine growth growing up
 3 through the side of the building, which at this time
 4 wasn't in season.
 5 Q. Turn the page once again.
 6 A. I believe it's a duplicative picture with a
 7 little wider of an angle showing the voided windows and
 8 cracked windows on the second and third floors of the
 9 building.
 10 Q. What does it show with regard to the parapet
 11 wall above?
 12 A. Some demonstration of wear and tear and
 13 dilapidation of the parapet wall from my visualization.
 14 Q. Next picture?
 15 A. This is an up-close picture of the
 16 condemnation notice. It's just a secondary photograph
 17 of it next to the door showing that we posted it and
 18 that it's proper manner.
 19 Q. Next two pictures are the same thing?
 20 A. They are the same things just closer angles
 21 for description in case anybody would ask if it was
 22 specifically at the address that we stated it was at.
 23 Q. And the final picture?
 24 A. The final picture is just a posting of the
 25 picture itself and the closest angle of it showing the

60

1 description of the address being labeled.
 2 Q. Mr. McVicker, how long have you been a code
 3 enforcement officer?
 4 A. I have been a building code official in the
 5 Commonwealth since February of 2009.
 6 Q. In your course in that capacity, how long
 7 have you been required to issue condemnation notices?
 8 MR. GREENAN: Objection. Relevance.
 9 MR. ALEXANDER: Just getting some
 10 background.
 11 THE COURT: I am going to overrule the
 12 objection. Go ahead and answer the question.
 13 THE WITNESS: Roughly 20 times. On or
 14 about -- more than -- greater than 15 to 20 times. I
 15 don't have a specific number.
 16 BY MR. ALEXANDER:
 17 Q. Have you testified in court proceedings such
 18 as this in the past?
 19 A. Yes, sir.
 20 Q. Based on your knowledge of the requirement --
 21 let me go back for a minute. I don't know if I should
 22 mark this as an exhibit or just try to -- Mr. McVicker,
 23 you brought me a copy of Section 403.84 of the
 24 Pennsylvania Code?
 25 A. Yes, sir.

61

1 at this time just for the court reporter. We will
 2 return back in just ten minutes, and then you can pick
 3 up on your cross.
 4 MR. GREENAN: Your Honor, if I may before
 5 we do that, let me just --
 6 THE COURT: Unless you have a short
 7 cross?
 8 MR. GREENAN: No, I don't have a cross.
 9 I just have a short request for the Court. We heard
 10 today that if we submit a building application, it would
 11 be granted as long as it's compliant. I think that's
 12 what we intend to do. That's the answer I've been
 13 looking for for three years. I'd like to put the
 14 proceedings on hold to give us 30 days to do that.
 15 THE COURT: Do you have an objection?
 16 MR. ALEXANDER: I don't. That's what we
 17 asked for in the meeting at my office. To say that we
 18 haven't said that in three years, we just said that
 19 three weeks ago.
 20 MR. GREENAN: They never said what would
 21 be adequate, and that's been the problem. We have heard
 22 it today. I'm glad we have heard it today. That's what
 23 we are willing to do if the Court would -- with the
 24 Court's indulgence, if we can reschedule this for
 25 sometime 30 days after, we will get our application in.

63

1 Q. What is that section?
 2 A. Under Act 45 of the Statute of the
 3 Commonwealth establishing Uniform Construction Code
 4 standard, this is Subsection 403.84 having to deal with
 5 unsafe building structures or equipment in the outline
 6 in this specific statute.
 7 Q. In your opinion, does the subject property
 8 meet the definition of unsafe building structure or
 9 equipment as identified in Section 403.84?
 10 A. Yes, sir.
 11 Q. Has the plaintiff submitted any information
 12 to the Borough of Trafford that would warrant lifting
 13 the condemnation at this time?
 14 A. They have prepared, yes, sir -- they have
 15 prepared an engineer's opinion based upon the structural
 16 integrity of the building, which is a portion of the
 17 standard required to lift the condemnation.
 18 Q. A portion of the standard?
 19 A. Yes, sir.
 20 Q. Have they submitted any documentation that
 21 would, as a whole, allow you to lift the condemnation?
 22 A. No, sir.
 23 MR. ALEXANDER: I have no further
 24 questions at this time, Your Honor.
 25 THE COURT: We are going to take a break

62

1 MR. ALEXANDER: It has to be complete.
 2 As we sit here today, Craig, can you tell them what they
 3 need?
 4 THE WITNESS: A set -- excuse me -- the
 5 structural engineer has made specific citations in
 6 there. Whether it is this engineer or any engineer or
 7 architect of your choice, it has to be a Pennsylvania
 8 registered architect or engineer to put together a
 9 designed set of drawings based upon the information
 10 received on the structural integrity report to a
 11 building permit application and filed at the Borough of
 12 Trafford. Once the designed set of drawings -- sealed
 13 and stamped drawings are received with the application
 14 at the borough, the Borough will review the designed
 15 drawings in accordance with the UCC. If they are
 16 approved with that under the plan review process, which
 17 is under the commercial code section, a permit will be
 18 issued and the work can commence way under a building
 19 permit.
 20 MR. ALEXANDER: And you'll be directly
 21 involved in that review process?
 22 THE WITNESS: Yes, sir.
 23 MR. GREENAN: And to be clear that is the
 24 items that we talked about today, the parapet wall, et
 25 cetera?

64

1 THE WITNESS: Whatever the structural
2 engineer laid out in his -- as far as the integrity of
3 the structure to repair it to bring it to the minimum
4 code standards of the Commonwealth fit for human
5 habitation. I want to be very clear that the engineer's
6 report doesn't so specify that for you.

7 MR. CREENAN: Sir, just so I'm clear. At
8 this stage, you're not looking for drawings to show
9 construction or build out drawings?

10 THE WITNESS: No, sir.

11 MR. CREENAN: All you're asking for is
12 drawings to indicate an application to fix those things
13 and no more?

14 THE WITNESS: That's correct.

15 MR. CREENAN: Okay. Thank you.

16 THE COURT: Okay. Defendant's Exhibits A
17 through G, which go through the photographs, any
18 objection to them being moved into evidence?

19 MR. CREENAN: I have no objections to
20 those, Your Honor.

21 THE COURT: They are so moved into
22 evidence without objection and they are in.

23 The proceedings then will be in recess.
24 We will give you 30 days for your application to be
25 submitted in compliance with what is required under the

65

CERTIFICATE

1
2
3 * * *

4
5 I hereby certify that the proceedings are
6 contained fully and accurately in the notes taken by me
7 at the hearing of the within cause and that this copy is
8 a true and correct transcript of the same.
9

10
11 Blake Schaum
12 Blake Schaum, Court Reporter
13
14
15
16
17
18
19
20
21
22
23
24
25

67

1 Commonwealth and also the municipality of Borough codes
2 as well. Once that is submitted, in good faith, the
3 Borough is directed to give every deference it can to
4 allow for the construction to proceed in an effort to
5 resolve the matter.

6 MR. ALEXANDER: I appreciate that, Your
7 Honor.

8 THE COURT: We will have counsel go into
9 chambers and coordinate a date that you are both
10 available. Considering we will be in the summer months,
11 I know everybody has vacations and everything coming up.

12 MR. CREENAN: Thank you.

13 THE COURT: Okay. Thank you. We are in
14 recess.

15 (PROCEEDINGS ADJOURNED - 10:43 A.M.)
16
17
18
19
20
21
22
23
24
25

66

Joanne Parise

From: Jim Creenan
Sent: Wednesday, June 20, 2018 3:57 PM
To: Craig Alexander; Craig McVicker
Subject: 501 Cavitt
Attachments: Apit const PERMIT APPLICATION.pdf; 2018-06-19 CAVITT STRUC.pdf

Importance: High

Gentlemen –

I was able to meet today with the structural engineer to review the requirements for this project. He completed the drawings necessary for work discussed at the courthouse.

At the hearing last month, we requested the postponement so we can provide the attached to you. I have attached the demo application and the requested structural drawings. If acceptable to you, we will complete the submission (We need the insurance certificate) directly to Borough or as you otherwise direct. Please confirm.

Are you able to give your blessing now? Otherwise, please confirm your consent to the postponement of Monday's continuation of the hearing. I will prep the motion and consent order required by Judge Smail.

I look forward to your prompt response.

Thanks,

Jim

JAMES W. CREENAN, ESQUIRE
CREENAN & BACZKOWSKI, PC
TOWN SQUARE PROFESSIONAL BUILDING
SUITE 304
3907 OLD WILLIAM PENN HIGHWAY
MURRYSVILLE, PA 15668
(724) 733-8832
(724) 733-8834 (FAX)
JCREENAN@CBATTORNEYS.COM
WWW.CBATTORNEYS.COM

IMPORTANT NOTICE. THE E-MAIL COMMUNICATION, TOGETHER WITH ANY ATTACHMENTS, IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN CONFIDENTIAL INFORMATION THAT IS PRIVILEGED AND/OR CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THIS MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU RECEIVED THIS COMMUNICATION IN ERROR. ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE THIS COMMUNICATION IN ERROR PLEASE CALL THE TELEPHONE NUMBER LISTED ABOVE, OR SEND A RETURN E-MAIL, AND THEN DELETE THIS MESSAGE, TOGETHER WITH ANY ATTACHMENTS.



Date: 06/18/2018

Permit No: _____

BOROUGH OF TRAFFORD

APPLICATION FOR DEMOLITION PERMIT

Application Type (check all that apply)	<input type="checkbox"/> FENCE <input type="checkbox"/> RETAINING WALL <input type="checkbox"/> DETACHED ACCESSORY STRUCTURE <input checked="" type="checkbox"/> INTERIOR SPACE REMODEL/ALTERATION	<input type="checkbox"/> RESIDENTIAL STRUCTURE <input checked="" type="checkbox"/> COMMERCIAL STRUCTURE <input type="checkbox"/> INDUSTRIAL STRUCTURE <input type="checkbox"/> OTHER
Site information	Owner information Name <u>Lanalex Cloyd Inc.</u> Address <u>501-503 Cavitt Ave</u> County <u>Westmoreland</u> Phone <u>724-461-7003</u> Email <u>frank.yeager@lanalexclloyd.com</u> Subdivision _____ Lot _____ Block _____	
Property is	<input type="checkbox"/> Owner occupied <input type="checkbox"/> Owner occupied with rental units <input type="checkbox"/> Rental only	
Construction Cost	Construction Cost \$ <u>48,500</u>	
Complete description of work	<u>Removal of parapet wall, chimneys, and collapsed portion of building interior.</u> <u>Replacement of roof membrane, damaged roof elements, and Fifth St sidewalk</u> <u>Bracing of exterior wall in collapsed portion of the building.</u> 	
Documentation required (minor repairs do not require site plans or construction documents)	<input checked="" type="checkbox"/> Site plan showing the proposed work (including electrical, plumbing or mechanical systems) survey plan required. <input type="checkbox"/> Owner 's drawings <u>may</u> be accepted by the code official, however, these drawings <u>must</u> show sufficient information to convey all required dimensions, size and type of materials, and details of materials used, and clearances. <input checked="" type="checkbox"/> Insurance certificates of contractors must be filed with this application	
Applicant Signature	X _____ Date: <u>06/18/2018</u>	
OFFICE USE ONLY	<div style="display: flex; justify-content: space-between;"> APPLICATION APPROVED DENIED </div> <div style="display: flex; justify-content: flex-end;"> REASON: </div>	
BCO SIGNATURE	X _____ #003051	

Contractor Information	Company name <u>Apit Construction Group</u>
	Address <u>xxxx Somerset Pike</u> <u>Boswell, PA 15831</u>
	Contact Person <u>David Lawing</u> Email <u>davidlawing4356@gmail.com</u>
	Phone <u>301-388-6377</u> Fax _____
Contractor Insurance Information	Insurer _____
	Police type _____
	Coverage <u>General liability</u> per Occur. <u>1,000,000</u> Agg. <u>2,000,000</u>
Signature	PRINT NAME _____
	SIGNATURE _____ DATE _____

Note: All plumbing inspections and plumbing permitting in Allegheny County is conducted by the Allegheny County Health Department (plumbing division) and if applicable to your project, must be completed before final inspection can be approved.

Certain portions of Trafford Borough are located in Allegheny County

- OFFICIAL USE ONLY

Fee Schedule _____
 Residential _____
 Commercial _____
 Industrial _____
 Demolition _____
 Signs _____ x _____
 Other _____
 Other _____
 Total _____

Permit Issued _____	Permit Refused _____
Reason Revised _____	
Z.H.B. Case # _____	
Z.H.B. Decision: _____	
x. _____	
Building Code Official/Construction Code Official	
Certification No. _____	

DIVISION 1 - GENERAL REQUIREMENTS

GENERAL

1. THIS SET OF DRAWINGS IS FOR TEMPORARY FLOOR FRAMING WHICH MAY BE USED AS PERMANENT FLOOR FRAMING IN THE COMPLETED BUILDING. THIS SET OF DRAWINGS IS NOT INTENDED FOR A COMPLETED OCCUPANCY BUILDING, BUT SHALL PROVIDE GUIDANCE TO REPLACE AREAS WHERE EXISTING FRAMING HAS FAILED OR IS FAILING. FRAMING IS IN FAIR CONDITION IT MAY BE LEFT IN PLACE WITHOUT MODIFICATION AS TEMPORARY BRACING FOR THE LOAD BEARING WALLS UNTIL THE FINAL BUILDING PROVISIONS ARE DESIGNED & THE FRAMING IS INSTALLED.
2. LOADS GREATER THAN THE DESIGN LIVE LOADS SHALL NOT BE PLACED ON THE STRUCTURE.
3. GENERAL CONTRACTOR SHALL VERIFY ASSUMED DIMENSIONS AND EXISTING CONDITIONS, IF FOUND TO VARY FROM THOSE INDICATED IN THESE DOCUMENTS THE CONTRACTOR SHALL NOTIFY THE ENGINEER BEFORE PROCEEDING WITH WORK.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEANS, METHODS, TECHNIQUES AND PROCEDURES EMPLOYED IN THE PERFORMANCE OF WORK IN, ON, OR ABOUT THE JOB SITE. THE CONTRACTOR SHALL COORDINATE AND VERIFY ALL WORK PERFORMED BY SUBCONTRACTORS.
5. THE STRUCTURE IS DESIGNED AS A STABLE UNIT AFTER ALL COMPONENTS ARE IN PLACE. THE CONTRACTOR SHALL PROVIDE ALL SHORING AND BRACING NECESSARY TO ENSURE THE STABILITY OF ANY AND ALL PARTS OF THE BUILDING AND EXCAVATIONS DURING CONSTRUCTION.
6. NO STRUCTURAL MEMBER SHALL BE CUT, NOTCHED, BORED, OR OTHERWISE IMPROVED EXCEPT AS PERMITTED BY CODE OR AS APPROVED BY THE ENGINEER.

DESIGN DATA

17. THE BUILDING CODE USED FOR THE BASIS OF DESIGN IS THE INTERNATIONAL BUILDING CODE (IBC) 2019. ALL WORK SHALL CONFORM AS A MINIMUM TO THIS CODE.
18. FLOOR LIVE LOADS:
OFFICE 40 PSF
CONFIDENTIAL 60 PSF
OTHER 50 PSF
19. SNOW LOADS:
GROUND SNOW LOAD 30 PSF
SNOW EXPOSURE FACTOR (Ce) 1.0
SNOW THERMAL FACTOR (CT) 1.0
SNOW IMPORTANCE FACTOR 1.0
ROOF SLOPE FACTOR 1.0
DESIGN SNOW 30 PSF

DIVISION 2 - BUILDING EARTHWORK

21. THE SURGRADE SURFACE SHALL BE STRIPPED OF ALL VEGETATION, FROZEN MAT, SOFT OR LOOSE SOILS AND OTHER DESTRUCTIVE MATERIALS BEFORE PLACING ANY FILL MATERIAL.
22. REMOVE AND COMPACT THE TOP 6" OF THE EXPOSED SURGRADE TO 95% OF MAXIMUM DENSITY (A-1, A-2) AT 20 TO 25 IN ABOVE OPTIMUM MOISTURE CONTENT, IN ACCORDANCE WITH TEST METHOD ASTM D-1557.
23. FILL SOIL SHALL NOT CONTAIN ANY ROCK OR GRAVEL LARGER THAN 4" IN ANY DIMENSION, OR OTHER OR FOREIGN MATERIAL, AND IT SHOULD CONTAIN LESS THAN 2% VEGETATION-ORGANIC MATERIAL BY WEIGHT. MATERIALS CLASSIFIED AS CH, FH, CL, OR PL ARE NOT SUITABLE FOR USE AS STRUCTURAL FILL.
24. SELECT FILL SHALL BE COMPACTED IN THE FIELD IN LIFTS NOT TO EXCEED 6" TO A MINIMUM OF 95% OF MAXIMUM DENSITY.
25. FOOTINGS ARE DESIGNED FOR AN ASSUMED BEARING CAPACITY OF 2000 PSF. FOOTINGS SHALL BEAR ON NATURAL UNDISTURBED SOIL, 1'-0" BELOW ORIGINAL GRADE AND BOTTOM OF EXISTING FOOTINGS SHALL BE 3'-0" BELOW FINISHED GRADE. CONTRACTOR SHALL VERIFY SOIL PRESSURE IN THE FIELD. IF FOUND TO BE LESS THAN 2000 PSF, THE FOOTINGS SHALL BE REDESIGNED.
26. SLABS ON GRADE SHALL BE 4" THICK, REINFORCED AT 12" DEPTH WITH #4 @ 6" x 14" IN A MINIMUM. LAP REIN IN EACH DIRECTION. SLABS SHALL BE CAST OVER A VARIOUS RETARDER MEETING ASTM E-111 CLASS C LAPPED AT ALL EDGES OVER A 4" LAYER OF WASHED GRAVEL.
27. STEP ALL WALL FOOTINGS AS REQUIRED BELOW UNDERGROUND UTILITIES. COORDINATE UTILITY LOCATIONS AND ELEVATIONS WITH SITE, PLUMBING, ELECTRICAL AND MECHANICAL DRAWINGS.

DIVISION 3 - CONCRETE/REINFORCING

03300 CAST-IN-PLACE CONCRETE

- 3.1. ALL CONCRETE WORK SHALL CONFORM TO THE AMERICAN CONCRETE INSTITUTE (ACI) 308 AND BUILDING CODE REQUIREMENTS, A.C.I. 308, LATEST EDITION. ALL CONCRETE IS MINIMUM 4000 PSI.
- 3.2. ALL DETAILING, FABRICATION AND ERECTION OF REINFORCING BARS, UNLESS OTHERWISE NOTED, MUST FOLLOW THE A.C.I. MANUAL OF STANDARD PRACTICES FOR DETAILING REINFORCED CONCRETE, A.C.I. 308, LATEST EDITION.
- 3.3. ALL CONCRETE SHALL HAVE A MINIMUM SLUMP OF 4" (UNLESS WATER REDUCING AGENTS ARE USED) AND SHALL HAVE A MINIMUM COMPRESSION STRENGTH AT 28 DAYS AS FOLLOWS:
3000 PSI FOR ALL CONCRETE, UNLESS NOTED OTHERWISE.
4000 PSI FOR CURABLE SLABS AND CONCRETE EXPOSED TO WEATHER. CONCRETE EXPOSED TO WEATHER SHALL HAVE A MINIMUM WATER - CEMENT RATIO BY WEIGHT OF 0.46 AND SHALL BE AIR ENTRAINMENT WITH A MINIMUM AIR CONTENT OF 5% BUT NOT LESS THAN 5 SACKS OF CEMENT SHALL BE USED PER CUBIC YARD OF CONCRETE REGARDLESS OF STRENGTHS OBTAINED, NOT OVER 1/2 GALLONS OF WATER PER SACK OF CEMENT AND NOT OVER 9 INCH SLUMP. FURNISH PRE DESIGN FOR ALL CLASSES OF CONCRETE. RETAIN A QUALIFIED TESTING LABORATORY TO MAKE CONCRETE CYLINDERS AND PERFORM COMPRESSION TESTS. A MINIMUM OF THREE CYLINDERS SHALL BE TAKEN PER 50 CUBIC YARDS OF CONCRETE, WITH ONE TEST AT 7 DAYS AND TWO AT 28 DAYS.

- 3.4. REINFORCING BARS SHALL BE NEW MILEY STEEL CONFORMING TO ASTM A-615, GRADE 60.

- 3.5. STANDARD PROTECTIVE COVER OF REINFORCING BARS UNLESS OTHERWISE NOTED SHALL BE:
WHERE CAST AGAINST DIRT OR FILL 3 IN.
EXPOSED TO EARTH OR WEATHER 2 IN.
SLABS AND WALLS 1 IN.
OTHER 1/2 IN.

- 3.6. USE A NON-THELLING LIQUID CURING COMPOUND FOR ALL SURFACES NOT IN CONTACT WITH FORMS.

- 3.7. ALL ACCESSORIES SHALL BE IN ACCORDANCE WITH THE A.C.I. MANUAL OF STANDARD PRACTICES FOR DETAILING REINFORCED CONCRETE, A.C.I. 308, LATEST EDITION. ACCESSORIES FOR EXPOSED CONCRETE SURFACES SHALL HAVE POLISHED FINISH.

- 3.8. VERTICAL CONNECTION JOINTS IN FLOOR OR ROOF SLABS ARE TO BE AS SHOWN ON PLANS. NO HORIZONTAL JOINTS WILL BE PERMITTED IN SLABS OR BEAMS UNLESS OTHERWISE NOTED.

- 3.9. MAINTAIN A MINIMUM OF ONE BAR DIAMETER (BUT NOT LESS THAN 1/2") BETWEEN ALL REINFORCING BARS (INCLUDING LAPS) ON ALL SLABS. MAINTAIN A MINIMUM OF 1-1/2" BETWEEN BARS IN COLUMNS, AND A MINIMUM OF 1-1/2" TIES THE MAXIMUM COARSE AGGREGATE SIZE IN ALL CASES.

- 3.10. BARS SCHEDULED AND DETAILED "DOWN" SHALL BE LAPPED 40 BAR DIAMETERS.

- 3.11. CONCRETE PLACED BY PUMPING SHALL MEET THE FOLLOWING REQUIREMENTS:

- a. COARSE AGGREGATE SHALL BE GRADED FROM 1" DOWN.
- b. MAXIMUM ALLOWABLE INCREASE IN CEMENT FACTOR SHALL BE 1/2 SACK PER CUBIC YARD OVER NORMAL MIX DESIGN.
- c. MAXIMUM WATER CEMENT RATIO SHALL BE 7-1/2 GALLONS PER SACK OF CEMENT. IF MORE WORKABILITY IS REQUIRED, AN ADJUSTMENT MAY BE USED.
- d. MAXIMUM HEIGHT RATIO OF FINE AGGREGATES TO COARSE AGGREGATES SHALL NOT EXCEED 2/3.
- e. REFER TO A.C.I. 308, LATEST EDITION, SECTION 803, FOR OTHER PUMPING REQUIREMENTS.
- f. IN NO CASE SHALL CONCRETE BE PUMPED THROUGH AN ALUMINUM TUBE.
- g. WELDING OF REINFORCING BARS SHALL NOT BE PERMITTED, UNLESS APPROVED BY ENGINEER.
- h. ALL CONCRETE WORK SHALL CONFORM TO THE LATEST APPROVED (BY LOCAL GOVERNMENT) EDITIONS OF THE FOLLOWING ACI AND ASTM DOCUMENTS:
ACI - 308 CODE
ACI - 308 COMPRESSION TESTS
ACI - 308.1 COLD WEATHER
ACI - 308.2 DETAILING
ACI - 308.3 FIBER REINFORCED
ACI - 308.4 NOT WEATHER
ACI - 308.5 PROPORTIONS OF CONCRETE
ACI - 308.6 PLACING CONCRETE
ASTM - C-44 READY-MIX CONCRETE

DIVISION 3 - CONCRETE/REINFORCING

3.4 FIELD AND LAB TESTING OF CONCRETE SHALL CONFORM TO THE LATEST APPROVED (BY LOCAL GOVERNMENT) EDITIONS OF ASTM

- ASTM C-31 FIELD CYLINDER SPECIFICATIONS
ASTM C-143 SLUMP TEST
ASTM C-173 OR C-201 AIR CONTENT
ASTM C-39 LAB TESTING CYLINDERS
ASTM C-470 SAMPLING FRESH CONCRETE
ASTM C-47 HARDENED CORES

- UPON COMPLETION OF CONCRETE TESTING, THE AGENCY SHALL CORRECT THEIR RESULTS AS FOLLOWS:

- I CERTIFY THAT THE FIELD AND LAB TESTING CONFORMS TO THE ASTM DOCUMENTS AND GOOD PRACTICE.

- SIGNED _____ P.E.

- 03500 CONCRETE ACCESSORIES

- 3.5. WHERE ADHESIVE ANCHORS ARE INDICATED, CAREFULLY FOLLOW ALL MANUFACTURER RECOMMENDATIONS, ESPECIALLY REGARDING HOLE PREPARATION, EDGE DISTANCES, AND LIFTS ON BASE MATERIAL, TEMPERATURE.

DIVISION 4 - MASONRY

CONCRETE MASONRY

- 4.1. ALL CONCRETE MASONRY SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL BUILDING CODES AND THE BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES (ACI 530/ASCE 5/ACI 318.2-05 LATEST EDITION) AND SPECIFICATIONS FOR MASONRY STRUCTURES (ACI 530/ASCE 5/ACI 318.2-05 LATEST EDITION).

- 4.2. HOLLOW CONCRETE MASONRY UNITS SHALL BE MINIMUM HEIGHT GRADE 3 UNITS, CONFORMING TO ASTM C-90.

- 4.3. MASONRY UNITS SHALL HAVE A MINIMUM UNIT COMPRESSIVE STRENGTH OF 2500 PSI WHEN TESTED IN ACCORDANCE WITH ASTM C-48, "METHODS OF SAMPLING AND TESTING CONCRETE MASONRY UNITS", (Fm = 3500 PSI).

- 4.4. PORTLAND CEMENT MORTAR SHALL BE IN ACCORDANCE WITH ASTM - TYPE 75, EXCEPT ALL PORTLAND CEMENT SHALL BE TYPE 75.

- 4.5. REINFORCING STEEL SHALL CONFORM TO ASTM A-615, GRADE 60.

- 4.6. THE MINIMUM LAP SPACE LENGTH FOR REBAR SHALL BE 40 TIMES THE BAR DIAMETER UNLESS:

- UNLESS OTHERWISE NOTED, ALL MASONRY WALLS SHALL BE REINFORCED WITH 9 GA. HOT-DIP GALVANIZED HORIZONTAL WIRE REINFORCEMENT (TWOSE TYPE) EMBEDDED IN JOINTS WITH 6" O.C. WIRE REINFORCEMENT SHALL CONFORM TO ASTM DESIGNATION A-42, AND SHALL BE LAPPED AT LEAST 6" WITH AT LEAST ONE CROSS BAR WITHIN THE LAP. FOR INTERIOR MASONRY WALLS WITH GALVANIZED REINFORCEMENT MAY BE USED.

- 4.7. REINFORCE AND GROUT SOLID ALL CELLS ADJACENT TO WALL OPENINGS. EXTEND ONE 1/4" BAR FROM FLOOR TO TOP OF WALL IN EACH CELL NEXT TO OPENING.

- 4.8. PROVIDE GROUT THAT CONFORMS TO THE REQUIREMENTS OF ASTM C-476. PRE GROUT TO A CONSISTENCY WHICH HAS A SLUMP BETWEEN 8 AND 10 INCHES.

DIVISION 5 - METALS

05000 STRUCTURAL STEEL FRAMING

- 5.1. STRUCTURAL STEEL BEAMS SHALL CONFORM TO ASTM SPECIFICATION A-992. ALL OTHER STRUCTURAL STEEL (BASE PLATES, BRACING ANGLES, ETC. STEEL) SHALL CONFORM TO ASTM SPECIFICATION A-36.

- 5.2. ALL STRUCTURAL STEEL TUBING SHALL CONFORM TO ASTM SPECIFICATION A-500, GRADE B.

- 5.3. ALL SCHEDULE 40 STRUCTURAL STEEL PIPE SHALL CONFORM TO ASTM A53, GRADE B.

- 5.4. ALL STRUCTURAL STEEL SHALL BE DESIGNED, FABRICATED AND ERECTED IN ACCORDANCE WITH THE LATEST SPECIFICATIONS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION.

- 5.5. ALL ANCHOR BOLTS SHALL CONFORM TO ASTM F1554 GRADE 36 UNLESS OTHERWISE SHOWN OR NOTED. FURNISH HARDENED BOLTS AT ALL ANCHOR BOLTS. TAKE WELD BOTTOM NUT TO ROD TO PREVENT TURNING DURING ERECTION.

DIVISION 5 - METALS (CONTINUED)

- 5.6. ALL NON-SHANK BOLTS INSTALLED BETWEEN BASEPLATES AND CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 30,000 PSI OR MATCH THE CONCRETE STRENGTH, WHICHEVER IS GREATER.

- 5.7. REFER TO ARCHITECTURAL AND MECHANICAL PLANS FOR VERIFICATION OF ALL BOLTS, BRACING ANCHORS, ETC., FOR THE ANCHORAGE OF THEIR RESPECTIVE ITEMS.

- 5.8. ALL BOLTS AND BOLTING SHALL BE FULL LENGTH WITHOUT SPLICES UNLESS OTHERWISE INDICATED ON PLANS.

- 5.9. ALL WELD ELECTRODES SHALL BE CLASS E70XX UNLESS NOTED OTHERWISE.

- 5.10. ALL CONNECTIONS SHALL DEVELOP THE GREATER OF THE REACTIONS INDICATED ON PLANS OR THE FULL STRENGTH OF THE BEAM. IN GENERAL, FIELD CONNECTIONS SHALL BE MADE WITH HARDENED WELDERS AND 3/4" A-533 BOLTS.

- 5.11. STRUCTURAL STEEL SHALL BE PAINTED WITH FABRICATORS STANDARD SHOP PRIMER.

DIVISION 6 - WOOD AND STRUCTURAL PLASTIC

06000 ROUGH CARPENTRY

- 6.1. UNLESS OTHERWISE NOTED, ALL STRUCTURAL DIMENSION LUMBER SHALL BE NO. 2 SPRUCE-PAF-FIR.

- 6.2. UNLESS OTHERWISE NOTED, ALL WOOD EXPOSED TO WEATHER, FLOORING, OR IN CONTACT WITH MASONRY OR CONCRETE SHALL BE PRESERVATIVE TREATED.

- 6.3. ALL JOISTS SPECIFIED IN THESE PLANS ARE TRUE JOIST JOISTS (TJ) BY LVL/DOE/STANDARD. ALL JOISTS SHALL MEET THE MINIMUM REQUIREMENTS SET FORTH BY LVL/DOE. ALL MANUFACTURER RECOMMENDATIONS AND FRAMING DETAILS SHALL BE FOLLOWED FOR CONSTRUCTION WITH THEIR PRODUCT.

- 6.4. ALL LAMINATED VENEER LUMBER (LVL) BEAMS SHALL PROVIDE ALLOWABLE DESIGN VALUES OF 3000 PSI IN BENDING, 285 PSI IN HORIZONTAL SHEAR AND 1000 PSI IN MODULUS OF ELASTICITY.

- 6.5. ALL NAILS SHALL BE STEEL NAIL CORONA NAILS MEETING THE FOLLOWING DIMENSIONS, UNLESS NOTED OTHERWISE (SUCH AS 16" x 1/2").

- 6.6. NAIL GUNS SHALL NOT BE USED TO INSTALL METAL HANGERS OR STRAPS UNLESS HANGER HAS BEEN APPROVED FOR POWER NAIL USE WITH NO LOAD REDUCTION. FOLLOW ALL MANUFACTURER RECOMMENDATIONS.

- 6.7. HANGERS AND METAL CONNECTIONS SHOWN IN THESE DRAWINGS ARE BY SHOWN STRONG-TIE UNLESS NOTED OTHERWISE. FOLLOW ALL MANUFACTURER RECOMMENDATIONS FOR THE INSTALLATION OF THEIR PRODUCT.

- 6.8. ALL FRAMING MEMBERS FRAMING INTO THE SIDE OF A HEADER SHALL BE ATTACHED USING METAL JOIST HANGERS.

- 6.9. ALL HANGERS IN CONTACT WITH PRESERVATIVE TREATED (PT) FRAMING SHALL BE STAINLESS STEEL, UNLESS NOTED OTHERWISE. FASTENERS ASSOCIATED WITH SUCH HANGERS SHALL ALSO BE STAINLESS STEEL. HOT DIP GALVANIZED HANGERS AND FASTENERS MAY BE USED AT OWNER'S DISCRETION, BUT THEY OFFER LESS CORROSION PROTECTION THAN STAINLESS STEEL. IN NO CASE SHALL MAIN STEEL OR STAINLESS STEEL BE IN CONTACT WITH GALVANIZED STEEL.

- 6.10. EXCEPT AS NOTED OTHERWISE, HANGING AND DETAILS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL BUILDING CODE AND THE AMERICAN WOOD COUNCIL'S (AWC) NATIONAL DESIGN SPECIFICATION (NDS) FOR STRESS GRADE LUMBER AND ITS FASTENINGS.

- 6.11. ALL WALL STUDS SHALL BE SPACED AT 16" O.C. MAXIMUM, AND SHALL BE FULL HEIGHT WITHOUT INTERMEDIATE PLATE LINE, UNLESS OTHERWISE NOTED.

- 6.12. ALL EXTERIOR AND BEARING WALLS SHALL HAVE SOLID 2" BLOCKING AT 4' O.C. MAX. VERTICALLY. END WALL WITH 2" x 16" NAILS OR SIDE WALL WITH 2" x 16" NAILS.

- 6.13. PROVIDE (2) JACK STUDS BELOW ALL BEAM AND HEADER BEARINGS, UNLESS NOTED OTHERWISE.

- 6.14. ALL PORTS AND JACK STUDS SHALL BEAR DIRECTLY ON SUPPORTING BEAMS OR FOUNDATION WALLS. BLOCK SOLID UNDER ALL PORT AND JACK STUD BEARING.

- 6.15. ALL MULTIPLE MEMBER BEAMS TO BE FASTENED TOGETHER WITH 16" NAILS @ 12" O.C. TOP AND BOTTOM, UNLESS NOTED OTHERWISE.

- 6.16. PLACE DOUBLE JOISTS UNDER ALL PARTITIONS IN LINE WITH JOIST SPAN.

DIVISION 6 - WOOD AND STRUCTURAL PLASTIC (CONTINUED)

- 6.17. ROOF SHEATHING SHALL BE 1/2" APA RATED SHEATHING 32N EXPOSURE 1. FASTEN WITH 16 CORONA NAILS AT 6" O.C. AT ALL SUPPORTED EDGES, 16 AT 12" O.C. AT ALL INTERMEDIATE SUPPORTS. STAGGER ALL JOISTS. INSTALL STRENGTH AIDS (LONG DIMENSION) PERPENDICULAR TO SUPPORTS.

- 6.18. WALL SHEATHING SHALL BE 1/2" APA RATED SHEATHING 32N EXPOSURE 1. FASTEN WITH 16 CORONA NAILS AT 6" O.C. AT ALL SUPPORTED EDGES, 16 AT 12" O.C. AT ALL INTERMEDIATE SUPPORTS. STAGGER ALL JOISTS. INSTALL STRENGTH AIDS (LONG DIMENSION) PERPENDICULAR TO SUPPORTS.

- 6.19. FLOOR SHEATHING SHALL BE 1/2" APA RATED STUDD-1 FLOOR 16 EXPOSURE 1. FASTEN WITH 16 CORONA NAILS AT 6" O.C. AT ALL SUPPORTED EDGES, 16 AT 12" O.C. AT ALL INTERMEDIATE SUPPORTS. STAGGER ALL JOISTS. INSTALL STRENGTH AIDS (LONG DIMENSION) PERPENDICULAR TO SUPPORTS.

OPENING	LOOSE ANGLE SIZE
0'-0" - 3'-0"	3 1/2" x 3 1/2" x 5/16"
3'-0" - 5'-0"	4" x 3 1/2" x 5/16"
5'-0" - 6'-0"	3" x 3 1/2" x 5/16"
6'-0" - 8'-0"	4" x 4" x 5/8"
8'-0" - 10'-0"	6" x 4" x 1/2"

- NOTE:
1. LOOSE LINTELS ARE FOR EACH 1/4" MOUTH OF MASONRY. ALL ANGLES SHALL HAVE THEIR SPICES LESS OUTSTANDING.
2. ALL LINTELS SHALL HAVE 4" MINIMUM BEARING.
3. LINTELS OVER DOOR OR WINDOW OR BETWEEN MASONRY PARTITIONS NOT OTHERWISE SPECIFIED SHALL PRECAST LINTELS. LINTELS TO BE CAST WITH ONE 16 BAR TOP AND BOTTOM FOR EACH 4' MOUTH.
4. ALL LINTELS SHALL BE STEEL LINTELS LOCATED IN EXTERIOR WALLS.

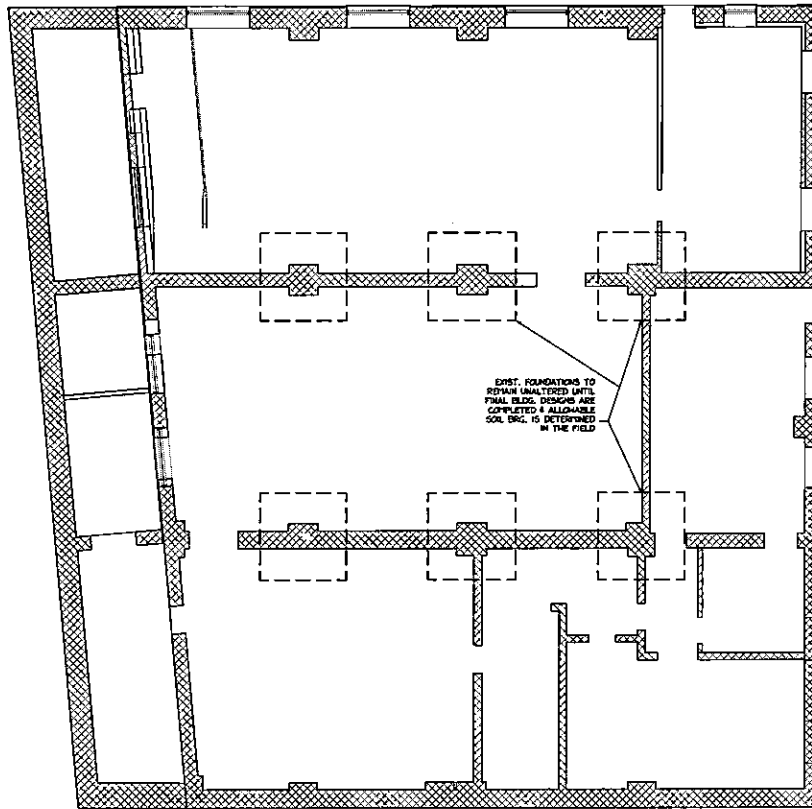


2017/2020
04/14/2020
MICHAEL J. SMITH
P.E.
TRAFFORD, PA 16040

MR. SMITH
1700 E. 10TH AVE.
TRAFFORD, PA 16040

STRUCTURAL NOTES & ABBREVIATIONS
TEMPORARY TYPICAL FLOOR FRAMING
501 CAVITY AVENUE
TRAFFORD, PA 16040

AS NOTED
50.1



FOUNDATION PLAN

3/8" = 1'-0"

NOTES: NO NEW FOOTINGS ARE REQUIRED IF IT IS VERIFIED IN THE FIELD THAT THE EXISTING FOOTINGS ARE ADEQUATELY SIZED FOR THE ALLOWABLE BEARING PRESSURE.

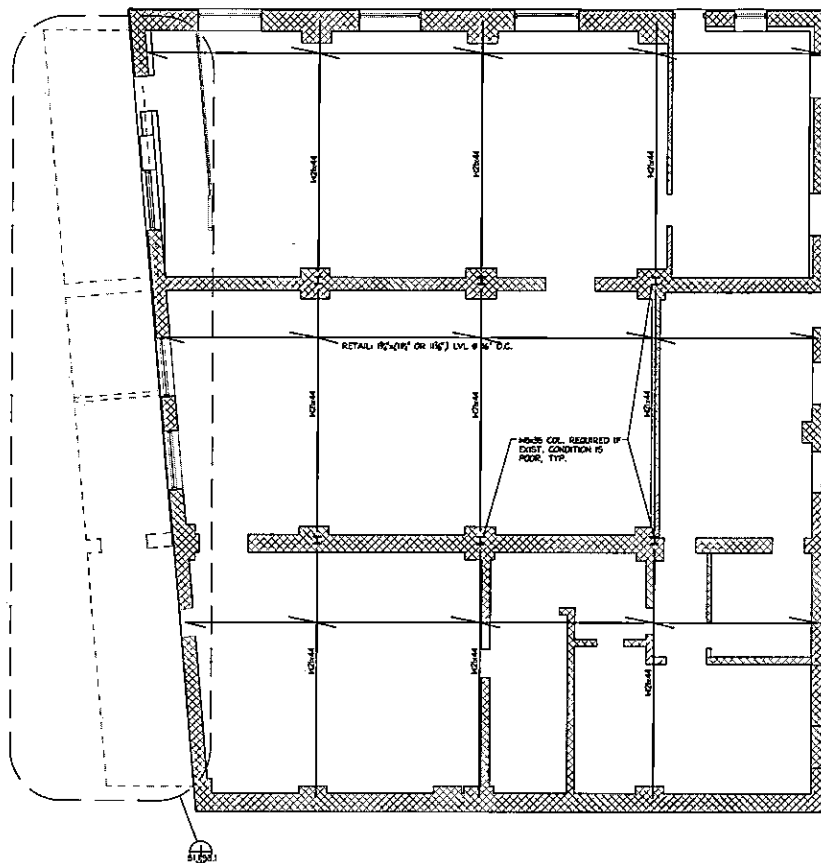


NO.	DATE	BY	CHKD.	DESCRIPTION
1	04/04/2016	MP	MP	FOUNDATION PLAN
2				
3				
4				
5				

MP RESTRUCTURES, LLC
172 E. 10TH ST. - PHILADELPHIA, PA 19106

TEMPORARY FOUNDATION PLAN
TEMPORARY TYPICAL FLOOR FRAMING
501 CAVITT AVENUE
TRAFFORD, PA 19063

SCALE
AS NOTED
51.0

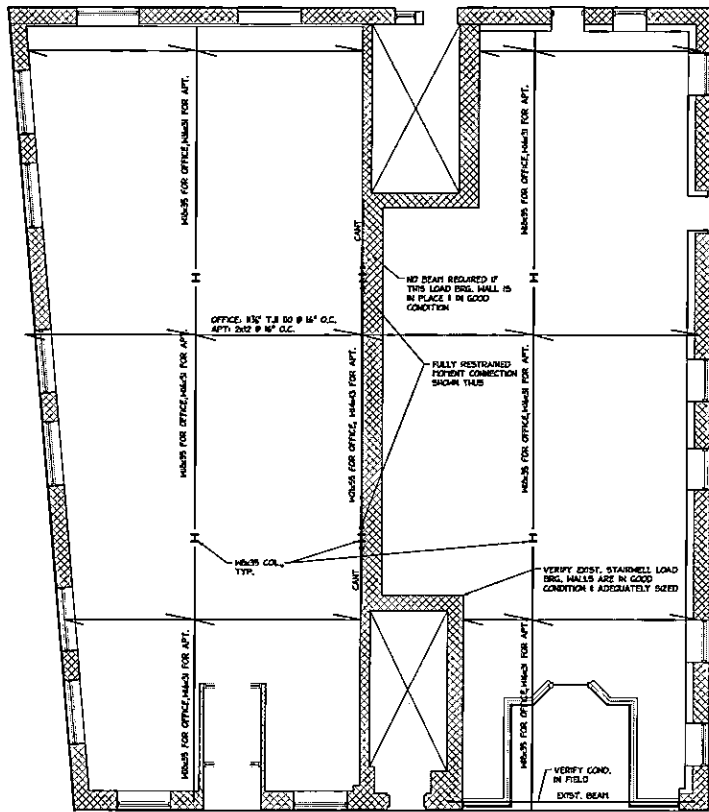


FIRST FLOOR FRAMING

- NOTES:
1. EXISTING BEAMS & COLUMNS MAY BE LEFT IN PLACE IF IN GOOD CONDITION & ADEQUATELY SIZED, W.P. AFTER REMOVAL OF DECKING & FINISHES.
 2. ALL TEMPORARY CONDITIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
 3. AT LEAST TIES OF FLOOR PLACING SHOULD BE IN PLACE TO BRACE EXISTING WALLS. TEMPORARY WALL BRACING MAY BE USED IN LIEU OF INSTALLING FLOOR PLACING (DPS BY OTHERS).
 4. ALL REINFORCING BARS WITH MASONRY OR CONCRETE MUST BE PRESSURE TREATED OR SEPARATED FROM MASONRY WITH PLASTIC OR OTHER WATER PROOFING.
 5. DESIGN CRITERIA:
 - 5.1. RETAIL LIVE LOAD = 100 PSF
 - 5.2. INSTALL NEW SHEATHING OVER/UNDER/AROUND NEW JOIST ARE INSTALLED.

ACTUAL DIMENSIONS NOTED ON PLANS SHOULD ALWAYS BE USED. SCALES ON DRAWINGS ARE PROVIDED ONLY FOR YOUR CONVENIENCE. DO NOT SCALE DRAWINGS WHEN ACCURATE MEASUREMENTS ARE REQUIRED. ALWAYS CHECK YOUR SCALE; THIS LINE IS 1" LONG WHEN THE DRAWING IS PRINTED AT FULL SCALE.

[illegible]



SECOND FLOOR FRAMING PLAN

2/16' = 1'-0"

NOTES

- NOTES:
1. EXISTING DECKS & COLUMNS MAY BE LEFT IN PLACE IF IN GOOD CONDITION & ADEQUATELY SIZED. V.I.F., AFTER REMOVAL OF DECKS & FINISHES.
 2. ALL TEMPORARY CONDITIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
 3. AT LEAST 5% OF FLOOR FINISHING SHOULD BE IN PLACE TO BRIDGE EXISTING MALLS. TEMPORARY MALL BRACING MAY BE USED IN LIEU OF TEMPORARY FLOOR FINISHING.
 4. ALL MOIST FRAGMENTS IN CONTACT WITH MAJORITY OR CONCRETE MUST BE PRESURE TREATED OR SEPARATED FROM FRAGMENTS WITH FRASING OR OTHER MAJOR TREATING.
- DESIGN CRITERIA:
1. OFFICE LIVE LOAD = 50 PSF OR 5 PSF PARTITION LOAD
 2. APARTMENT LIVE LOAD = 40 PSF
 3. INSTALL NEW SHEATHING EVERYWHERE NEW JOISTS ARE INSTALLED.

ACTUAL DIMENSIONS NOTED ON PLANS SHOULD ALWAYS BE USED. SCALES ON DRAWINGS ARE PROVIDED ONLY FOR YOUR CONVENIENCE. DO NOT SCALE DRAWINGS WHEN ACCURATE MEASUREMENTS ARE REQUIRED. ALWAYS CHECK YOUR SCALE; THIS LINE IS 1" LONG WHEN THE DRAWING IS PRINTED AT FULL SCALE.

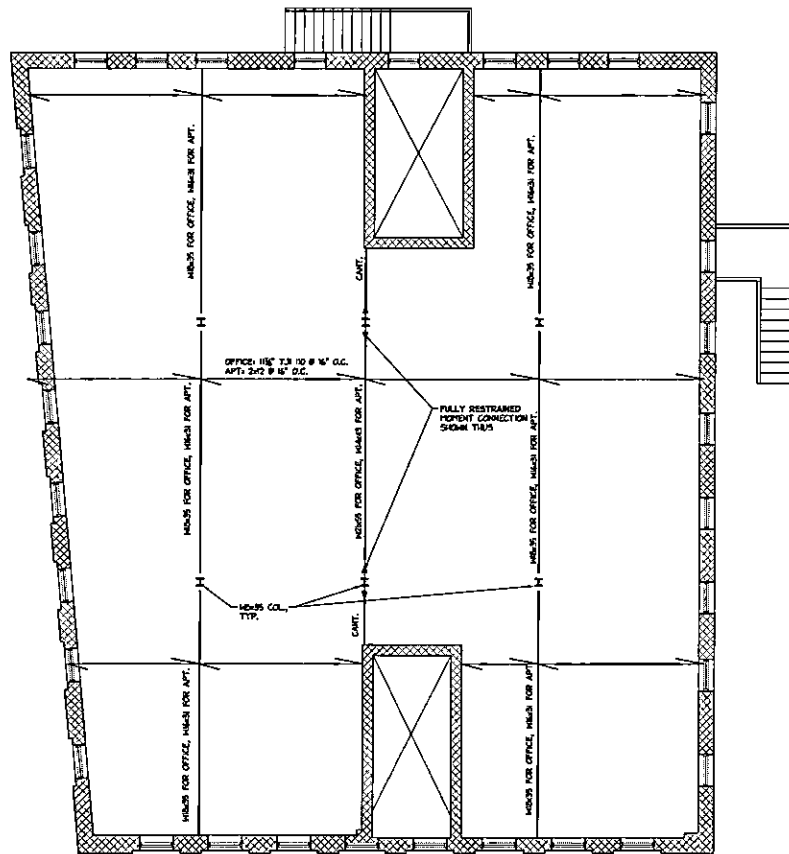


ISS -	
2017 05	
DATE	
06/14/20	
DEPARTMENT	
PURSE	
DELETED	
REF IN	
CHECKED	
INDEX	

MP STRUCTURES, LLC
1905 5TH STREET • BRIDGEVILLE, PA 15376

SECOND FLOOR FRAMING
TEMPORARY TYPICAL FLOOR FRAMING
501 CAVITT AVENUE

SCALE
AS NOTED
\$1.2



THIRD FLOOR FRAMING PLAN
3/16" = 1'-0"

- NOTES:
1. EXISTING BEAMS & COLUMNS MAY BE LEFT IN PLACE IF IN GOOD CONDITION & ADEQUATELY SIZED. V.I.F. AFTER REMOVAL OF DECKS & FINISHES.
 2. ALL TEMPORARY CONDITIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
 3. AT LEAST 75% OF FLOOR FRAMING SHOULD BE IN PLACE TO BRACE EXISTING WALLS. TEMPORARY WALL BRACING MAY BE USED IN LIEU OF INSTALLING FLOOR FRAMING (DIS. BY OTHERS).
 4. ALL WOOD FRAMING IN CONTACT WITH MASONRY OR CONCRETE MUST BE PRESURE TREATED OR SEPARATED FROM MASONRY WITH FLASHING OR OTHER WATER PROOFING.
 5. DESIGN CRITERIA:
 - 5.1. OFFICE LIVE LOAD = 50 PSF + 15 PSF PARTITION LOAD
 - 5.2. APARTMENT LIVE LOAD = 40 PSF
 6. INSTALL NEW BRACING EVERYWHERE NEW JOISTS ARE INSTALLED.

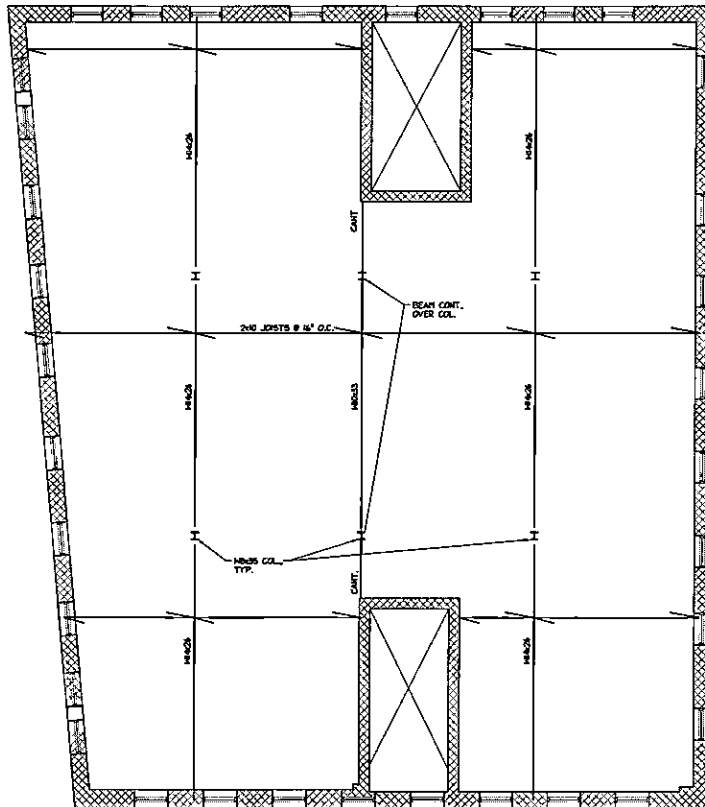


DATE	09/09/20
BY	MB
CHECKED	MB
DATE	09/09/20
BY	MB
CHECKED	MB
DATE	09/09/20

MB
MB STRUCTURES, LLC
100 E. 10TH ST. - PHILADELPHIA, PA 19106
215-595-1234

THIRD FLOOR FRAMING
TEMPORARY TYPICAL FLOOR FRAMING
501 CAVITT AVENUE
TRAFFORD, PA 19063

3/16" = 1'-0"
AS NOTED
91.3



ROOF FRAMING PLAN

- NOTES:
1. EXISTING BEAMS & COLUMNS MAY BE LEFT IN PLACE IF IN GOOD CONDITION & ADEQUATELY SIZED. V.I.F. AFTER REMOVAL OF EXISTING FINISHES.
 2. ALL TEMPORARY CONDITIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
 3. AT LEAST 7% OF FLOOR FRAMING SHOULD BE IN PLACE TO BRACE EXISTING WALLS. TEMPORARY WALL BRACING MAY BE USED FOR INSTALLING FLOOR FRAMING (ONLY IN PROGRESS).
 4. ALL WOOD FINISHING IN CONTACT WITH MASONRY OR CONCRETE MUST BE PRESSURE TREATED OR SEPARATED FROM MASONRY WITH FLASHING OR OTHER MAINT. MEASURES.
 5. DESIGN CRITERIA:
 - a. SNOW LOAD = 30 PSF
 - b. INSTALL NEW SHEATHING OVER EXISTING NEW JOISTS ARE INSTALLED.

ACTUAL DIMENSIONS NOTED ON PLANS SHOULD ALWAYS BE USED. SCALES ON DRAWINGS ARE PROVIDED ONLY FOR YOUR CONVENIENCE. DO NOT SCALE DRAWINGS WHEN ACCURATE MEASUREMENTS ARE REQUIRED. ALWAYS CHECK YOUR SCALE: THIS LINE IS 1" LONG WHEN THE DRAWING IS PRINTED AT FULL SCALE.

[illegible]

MR STRUCTURES, LLC
1094 37th STREET - WASHINGTON, DC 20037
724-553-4413 - info@mrstructures.com

ROOF FRAMING PLAN
TEMPORARY TYPICAL FLOOR FRAMING
501 CAVITT AVENUE
TRAFFORD, PA 15085

0 100
AS NOTED
1" = 100'



ACTUAL DIMENSIONS NOTED ON PLANS SHOULD ALWAYS BE USED. SCALES ON DRAWINGS ARE PROVIDED ONLY FOR YOUR CONVENIENCE. DO NOT SCALE DRAWINGS WHEN ACCURATE MEASUREMENTS ARE REQUIRED. ALWAYS CHECK YOUR SCALE: THIS LINE IS 1" LONG WHEN THE DRAWING IS PRINTED AT FULL SCALE.

Joanne Parise

From: Craig McVicker <c.mcvicker@cea-code.com>
Sent: Monday, June 25, 2018 9:04 AM
To: Jim Creenan; Craig Alexander
Cc: boroughmanager@traffordborough.com
Subject: RE: 501 Cavitt

Mr. Creenan,

Good Morning, I had the opportunity over the weekend to review the submitted PDF for 501 Cavitt. Here are my questions:

- 1) I could not approve these drawings for a permit as there are many unknowns. Notes such as "verify" "design by others" and information on the "HIT-HY 70" anchor as to if they are designed to be installed in brick construction or only solid concrete. There is not sufficient design to demonstrate that the site conditions were fully understood or even seen by the designer.

Can the structural engineer give more detail on the HIT-HY?

Other than that, the plans are suitable under the UCC. The application and 2-sets of final plans must be submitted to the Borough offices along with contractor information and proof of W/C.

Craig

From: Jim Creenan <jcreean@cbattorneys.com>
Sent: Wednesday, June 20, 2018 3:57 PM
To: Craig Alexander <calexander@dicelaw.com>; Craig McVicker <c.mcvicker@cea-code.com>
Subject: 501 Cavitt
Importance: High

Gentlemen –

I was able to meet today with the structural engineer to review the requirements for this project. He completed the drawings necessary for work discussed at the courthouse.

At the hearing last month, we requested the postponement so we can provide the attached to you. I have attached the demo application and the requested structural drawings. If acceptable to you, we will complete the submission (We need the insurance certificate) directly to Borough or as you otherwise direct. Please confirm.

Are you able to give your blessing now? Otherwise, please confirm your consent to the postponement of Monday's continuation of the hearing. I will prep the motion and consent order required by Judge Smail.

I look forward to your prompt response.

Thanks,

Jim



JAMES W. CREENAN, ESQUIRE
CREENAN & BACZKOWSKI, PC
TOWN SQUARE PROFESSIONAL BUILDING
SUITE 304
3907 OLD WILLIAM PENN HIGHWAY
MURRYSVILLE, PA 15668
(724) 733-8832
(724) 733-8834 (FAX)
JCREENAN@CBATTORNEYS.COM
WWW.CBATTORNEYS.COM

IMPORTANT NOTICE. THE E-MAIL COMMUNICATION, TOGETHER WITH ANY ATTACHMENTS, IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN CONFIDENTIAL INFORMATION THAT IS PRIVILEGED AND/OR CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THIS MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU RECEIVED THIS COMMUNICATION IN ERROR. ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE THIS COMMUNICATION IN ERROR PLEASE CALL THE TELEPHONE NUMBER LISTED ABOVE, OR SEND A RETURN E-MAIL, AND THEN DELETE THIS MESSAGE, TOGETHER WITH ANY ATTACHMENTS.

Joanne Parise

From: Jim Creenan
Sent: Sunday, July 22, 2018 4:47 PM
To: 'Craig Alexander'; Craig McVicker
Cc: frank.yeager@lanalexclloyd.com; 'Michael Romesburg'
Subject: Cavitt

Gentlemen –

In response to Mr. McVicker's review of the submitted demo plan, I offer the following response:

- Notes such as "verify": Areas where "verify" is noted must be verified after demolition has occurred and some staging is in place to investigate the areas in question. "Verify" is not an unusual or uncommon note in design drawings. Most contractors, designers, and inspectors even use the short hand VIF for verify in field because it is so common to ask for items to be verified in existing buildings.
- "Design by others": Design by others means that the item noted or pointed to was not designed by MR Structures. I see this noted in two locations in the drawings pointing to flashing in details 7&8/S3.1. The flashing is not a structural item and not required for the structural integrity of the detail. The flashing is shown and noted as a courtesy to the owner and contractor to alert them to the fact that it would be beneficial to the their completed product to install some type of water/moisture protection in this area. Flashing may not even be the best solution available.
- Can the structural engineer give more detail on the HIT-HY? <https://www.hilti.com/anchor-fasteners/injectable-adhesive-anchors/r3562> HY 70 is a product specifically designed to be installed in masonry. Brick is masonry. Calling out HIT-HY 70 specifies a specific product which is called a proprietary specification. Proprietary specifications are those that require the use of a single approved product type for any particular installation. Proprietary specifications are often used in cases where there is existing equipment or installations already on site. In these cases the owner may want to maintain consistency of materials or possibly simply prefers a specific type of product. Also, in highly complex installations where there is only one specific piece of equipment that will accomplish a specified task, a proprietary specification is required.
- Comments about the designer. Mr. Romesburg and two other engineers from his office have been on site several times, and this comment is not properly placed.

I note that these plans are simple, the notes are standard and obvious, and they do not require the clarification proposed by Mr. McVicker as any competent contractor will clearly understand them.

I trust that this fully addresses his comments and that you will now approve the submittal. Upon your confirmation, we will complete the requested application packet in full.

JAMES W. CREENAN, ESQUIRE
CREENAN & BACZKOWSKI, PC
TOWN SQUARE PROFESSIONAL BUILDING
SUITE 304
3907 OLD WILLIAM PENN HIGHWAY
MURRYSVILLE, PA 15668
(724) 733-8832
(724) 733-8834 (FAX)
JCREENAN@CBATTORNEYS.COM
WWW.CBATTORNEYS.COM



IMPORTANT NOTICE. THE E-MAIL COMMUNICATION, TOGETHER WITH ANY ATTACHMENTS, IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN CONFIDENTIAL INFORMATION THAT IS PRIVILEGED AND/OR CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THIS MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU RECEIVED THIS COMMUNICATION IN ERROR. ANY REVIEW, DISSEMINATION,

DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE THIS COMMUNICATION IN ERROR PLEASE CALL THE TELEPHONE NUMBER LISTED ABOVE, OR SEND A RETURN E-MAIL, AND THEN DELETE THIS MESSAGE, TOGETHER WITH ANY ATTACHMENTS.

Joanne Parise

From: Jim Creenan
Sent: Saturday, August 18, 2018 3:56 PM
To: 'Craig McVicker'; Craig Alexander
Cc: frank.yeager@lanalexcloyd.com; Michael Romesburg
Subject: RE: Cavitt

Craig -

We are going on 1 month from your reply without any further response. Please confirm the plans are acceptable. Thank you in advance,
Jim

From: Craig McVicker <c.mcvicker@cea-code.com>
Sent: Sunday, July 22, 2018 5:04 PM
To: Jim Creenan <jcreean@cbattorneys.com>; Craig Alexander <calexander@dicelaw.com>
Cc: frank.yeager@lanalexcloyd.com; Michael Romesburg <mike@mrstructures.com>
Subject: Re: Cavitt

Mr. Creenan,

I have forwarded the information provided to the plans examiner that reviewed the details. I will follow up with him in the AM.
Craig M

From: Jim Creenan <jcreean@cbattorneys.com>
Sent: Sunday, July 22, 2018 4:46:45 PM
To: Craig Alexander; Craig McVicker
Cc: frank.yeager@lanalexcloyd.com; Michael Romesburg
Subject: Cavitt

Gentlemen –

In response to Mr. McVicker's review of the submitted demo plan, I offer the following response:

- Notes such as "verify": Areas where "verify" is noted must be verified after demolition has occurred and some staging is in place to investigate the areas in question. "Verify" is not an unusual or uncommon note in design drawings. Most contractors, designers, and inspectors even use the short hand VIF for verify in field because it is so common to ask for items to be verified in existing buildings.
- "Design by others": Design by others means that the item noted or pointed to was not designed by MR Structures. I see this noted in two locations in the drawings pointing to flashing in details 7&8/S3.1. The flashing is not a structural item and not required for the structural integrity of the detail. The flashing is shown and noted as a courtesy to the owner and contractor to alert them to the fact that it would be beneficial to the their completed product to install some type of water/moisture protection in this area. Flashing may not even be the best solution available.
- Can the structural engineer give more detail on the HIT-HY? <https://www.hilti.com/anchor-fasteners/injectable-adhesive-anchors/r3562> HY 70 is a product specifically designed to be installed in masonry. Brick is masonry. Calling out HIT-HY 70 specifies a specific product which is called a proprietary specification. Proprietary specifications are those that require the use of a single approved product type for any particular installation. Proprietary specifications are often used in cases where there is existing equipment or

installations already on site. In these cases the owner may want to maintain consistency of materials or possibly simply prefers a specific type of product. Also, in highly complex installations where there is only one specific piece of equipment that will accomplish a specified task, a proprietary specification is required.

- Comments about the designer. Mr. Romesburg and two other engineers from his office have been on site several times, and this comment is not properly placed.

I note that these plans are simple, the notes are standard and obvious, and they do not require the clarification proposed by Mr. McVicker as any competent contractor will clearly understand them.

I trust that this fully addresses his comments and that you will now approve the submittal. Upon your confirmation, we will complete the requested application packet in full.

JAMES W. CREENAN, ESQUIRE
CREENAN & BACZKOWSKI, PC
TOWN SQUARE PROFESSIONAL BUILDING
SUITE 304
3907 OLD WILLIAM PENN HIGHWAY
MURRYSVILLE, PA 15668
(724) 733-8832
(724) 733-8834 (FAX)
JCREENAN@CBATTORNEYS.COM
WWW.CBATTORNEYS.COM

IMPORTANT NOTICE. THE E-MAIL COMMUNICATION, TOGETHER WITH ANY ATTACHMENTS, IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN CONFIDENTIAL INFORMATION THAT IS PRIVILEGED AND/OR CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THIS MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU RECEIVED THIS COMMUNICATION IN ERROR. ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE THIS COMMUNICATION IN ERROR PLEASE CALL THE TELEPHONE NUMBER LISTED ABOVE, OR SEND A RETURN E-MAIL, AND THEN DELETE THIS MESSAGE, TOGETHER WITH ANY ATTACHMENTS.

Joanne Parise

From: Craig McVicker <c.mcvicker@cea-code.com>
Sent: Tuesday, August 21, 2018 11:31 AM
To: Jim Creenan; Craig Alexander
Cc: frank.yeager@lanalexclloyd.com; Michael Romesburg; boroughmanager@traffordborough.com
Subject: RE: Cavitt

Mr. Creenan,

I have reviewed the additional information with our Plans Examiner and we are confirming the information and follow up information (via email) as being sufficient for permitting. Please have your client fill out a building permit application with the Borough of Trafford and submit the information as received in the proper form as the PA UCC describes. Once the proper application and information is received, I will execute the Building Permit for the specified alterations as described. The procured permit will have the follow up inspections as required attached to it.

Craig I. McVicker, BCO

From: Jim Creenan <jcreean@cbattorneys.com>
Sent: Saturday, August 18, 2018 3:56 PM
To: Craig McVicker <c.mcvicker@cea-code.com>; Craig Alexander <calexander@dicelaw.com>
Cc: frank.yeager@lanalexclloyd.com; Michael Romesburg <mike@mrstructures.com>
Subject: RE: Cavitt

Craig -

We are going on 1 month from your reply without any further response. Please confirm the plans are acceptable. Thank you in advance,
Jim

From: Craig McVicker <c.mcvicker@cea-code.com>
Sent: Sunday, July 22, 2018 5:04 PM
To: Jim Creenan <jcreean@cbattorneys.com>; Craig Alexander <calexander@dicelaw.com>
Cc: frank.yeager@lanalexclloyd.com; Michael Romesburg <mike@mrstructures.com>
Subject: Re: Cavitt

Mr. Creenan,

I have forwarded the information provided to the plans examiner that reviewed the details. I will follow up with him in the AM.

Craig M

From: Jim Creenan <jcreean@cbattorneys.com>
Sent: Sunday, July 22, 2018 4:46:45 PM
To: Craig Alexander; Craig McVicker
Cc: frank.yeager@lanalexclloyd.com; Michael Romesburg
Subject: Cavitt

Gentlemen --



In response to Mr. McVicker's review of the submitted demo plan, I offer the following response:

- Notes such as "verify": Areas where "verify" is noted must be verified after demolition has occurred and some staging is in place to investigate the areas in question. "Verify" is not an unusual or uncommon note in design drawings. Most contractors, designers, and inspectors even use the short hand VIF for verify in field because it is so common to ask for items to be verified in existing buildings.
- "Design by others": Design by others means that the item noted or pointed to was not designed by MR Structures. I see this noted in two locations in the drawings pointing to flashing in details 7&8/S3.1. The flashing is not a structural item and not required for the structural integrity of the detail. The flashing is shown and noted as a courtesy to the owner and contractor to alert them to the fact that it would be beneficial to their completed product to install some type of water/moisture protection in this area. Flashing may not even be the best solution available.
- Can the structural engineer give more detail on the HIT-HY? <https://www.hilti.com/anchor-fasteners/injectable-adhesive-anchors/r3562> HY 70 is a product specifically designed to be installed in masonry. Brick is masonry. Calling out HIT-HY 70 specifies a specific product which is called a proprietary specification. Proprietary specifications are those that require the use of a single approved product type for any particular installation. Proprietary specifications are often used in cases where there is existing equipment or installations already on site. In these cases the owner may want to maintain consistency of materials or possibly simply prefers a specific type of product. Also, in highly complex installations where there is only one specific piece of equipment that will accomplish a specified task, a proprietary specification is required.
- Comments about the designer. Mr. Romesburg and two other engineers from his office have been on site several times, and this comment is not properly placed.

I note that these plans are simple, the notes are standard and obvious, and they do not require the clarification proposed by Mr. McVicker as any competent contractor will clearly understand them.

I trust that this fully addresses his comments and that you will now approve the submittal. Upon your confirmation, we will complete the requested application packet in full.

JAMES W. CREENAN, ESQUIRE
CREENAN & BACZKOWSKI, PC
TOWN SQUARE PROFESSIONAL BUILDING
SUITE 304
3907 OLD WILLIAM PENN HIGHWAY
MURRYSVILLE, PA 15668
(724) 733-8832
(724) 733-8834 (FAX)
JCREENAN@CBATTORNEYS.COM
WWW.CBATTORNEYS.COM

IMPORTANT NOTICE. THE E-MAIL COMMUNICATION, TOGETHER WITH ANY ATTACHMENTS, IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN CONFIDENTIAL INFORMATION THAT IS PRIVILEGED AND/OR CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THIS MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU RECEIVED THIS COMMUNICATION IN ERROR. ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE THIS COMMUNICATION IN ERROR PLEASE CALL THE TELEPHONE NUMBER LISTED ABOVE, OR SEND A RETURN E-MAIL, AND THEN DELETE THIS MESSAGE, TOGETHER WITH ANY ATTACHMENTS.

Joanne Parise

From: Joanne Parise
Sent: Friday, November 9, 2018 12:41 PM
To: 'Craig McVicker'; 'Craig Alexander'
Cc: Jim Creenan; 'frank.yeager@lanalexclloyd.com'
Subject: 501 Cavitt Avenue - Application for Demolition Permit
Attachments: 20181109_16885_Application for Demolition Permit.pdf

Mr. McVicker and Mr. Alexander,

Please find attached Mr. Frank Yeager's Application for Demolition Permit for 501 Cavitt Avenue. We have been unable to determine the application fee, if any. Would you please process the application and, if there is a fee, please advise us. Thank you in advance.

Sincerely,

Joanne L. Parise
Paralegal
Creenan & Baczkowski, PC
3907 Old William Penn Highway
Suite 304
Murrysville, PA 15668
(724) 733-8832
(724) 733-8834 (fax)



Date: 06/18/2018

Permit No: _____

BOROUGH OF TRAFFORD

APPLICATION FOR DEMOLITION PERMIT

Application Type (check all that apply)	<input type="checkbox"/> FENCE <input type="checkbox"/> RETAINING WALL <input type="checkbox"/> DETACHED ACCESSORY STRUCTURE <input checked="" type="checkbox"/> INTERIOR SPACE REMODEL/ALTERATION	<input type="checkbox"/> RESIDENTIAL STRUCTURE <input checked="" type="checkbox"/> COMMERCIAL STRUCTURE <input type="checkbox"/> INDUSTRIAL STRUCTURE <input type="checkbox"/> OTHER _____
Site information	Owner information Name <u>Lanalex Cloyd Inc.</u> Address <u>501-503 Cavitt Ave</u> County <u>Westmoreland</u> Phone <u>724-461-7003</u> Email <u>frank.yeager@lanalexcloyd.com</u> Subdivision _____ Lot _____ Block _____	
Property is	<input type="checkbox"/> Owner occupied <input type="checkbox"/> Owner occupied with rental units <input type="checkbox"/> Rental only	
Construction Cost	Construction Cost \$ <u>48,500</u>	
Complete description of work	<u>Removal of parapet wall, chimneys, and collapsed portion of building interior.</u> <u>Replacement of roof membrane, damaged roof elements, and Fifth St sidewalk</u> <u>Bracing of exterior wall in collapsed portion of the building.</u> 	
Documentation required (minor repairs do not require site plans or construction documents)	<input checked="" type="checkbox"/> Site plan showing the proposed work (including electrical, plumbing or mechanical systems) survey plan required. <input type="checkbox"/> Owner's drawings <u>may</u> be accepted by the code official, however, these drawings <u>must</u> show sufficient information to convey all required dimensions, size and type of materials, and details of materials used, and clearances. <input checked="" type="checkbox"/> Insurance certificates of contractors must be filed with this application	
Applicant Signature	<u>X Frank Yeager</u> Date: <u>10/17/18</u>	
OFFICE USE ONLY	<div style="display: flex; justify-content: space-between;"> <div>APPLICATION</div> <div>APPROVED</div> <div>DENIED REASON:</div> </div> 	
BCO SIGNATURE	X _____ #003051	

Contractor Information	Company name <u>Apit Construction Group</u>
	Address <u>5955 Somerset Pike</u> <u>Boswell, PA 15831</u>
	Contact Person <u>David Lawing</u> Email <u>davidlawing4356@gmail.com</u>
	Phone <u>301-388-6377</u> Fax _____
Contractor Insurance Information	Insurer <u>ACUITY, A Mutual Insurance Company</u>
	Police type _____
	Coverage <u>General liability</u> per Occur. <u>1,000,000</u> Agg. <u>2,000,000</u>
Signature	PRINT NAME <u>David Lawing</u>
	SIGNATURE _____ DATE <u>10/17/18</u>

Note: All plumbing inspections and plumbing permitting in Allegheny County is conducted by the Allegheny County Health Department (plumbing division) and if applicable to your project, must be completed before final inspection can be approved.

Certain portions of Trafford Borough are located in Allegheny County

- OFFICIAL USE ONLY

Fee Schedule _____
 Residential _____
 Commercial _____
 Industrial _____
 Demolition _____
 Signs _____ x _____
 Other _____
 Other _____
 Total _____

Permit Issued _____	Permit Refused _____
Reason Revised _____	
Z.H.B. Case # _____	
Z.H.B. Decision: _____	
x. _____	
Building Code Official/Construction Code Official	
Certification No. _____	

1063145 David Lawing

Certificate Of Insurance

10/17/2018 2:25:23 PM



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
10/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BIN Insurance Holdings, LLC 30 N. LaSalle, 25th Floor, Chicago, IL 60602	CONTACT NAME: PHONE (A/C No. Ext): (800) 688-1984 FAX (A/C No.): 877-826-9067 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: ACUITY, A Mutual Insurance Company NAIC # 14184 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED David Lawing 5955 Somerset Pike, Boswell, PA, 15531		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Yes	ZB2302	9/27/2018	9/27/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lanalex Cloyd Inc. and the Borough of Trafford are named as Additional Insured as their interests may appear in regards to General Liability

CERTIFICATE HOLDER

CANCELLATION

Apit Construction 5955 Somerset Pike Boswell, PA 15531	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Ohio Security Insurance Company</td> <td>24082</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Insurance Company	24082	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Ohio Security Insurance Company	24082														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED APIT CONSTRUCTION GROUP 5955 Somerset Pike Boswell, PA 15531															

COVERAGES

CERTIFICATE NUMBER: 1015135

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N	XWS59124912	08/29/2018	08/29/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Lanalex Cloyd Inc
 5204 Faulk Dr
 Export, PA 15632

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

11/14/2019

Workspace Webmail :: Print

[Print](#) | [Close Window](#)

Subject: Fwd: 501 Cavitt Avenue - Application for Demolition Permit

From: Craig McVicker <c.mcvicker@cea-code.com>

Date: Fri, Nov 09, 2018 1:08 pm

To: Craig Alexander <calexander@dicelaw.com>, "boroughmanager@traffordborough.com" <boroughmanager@traffordborough.com>

Attach: 20181109_16885_Application for Demolition Permit.pdf

Let's discuss this first, I think we may be able to withhold this under Act 90.

Craig M

From: Joanne Parise <jparise@cbattorneys.com>

Sent: Friday, November 9, 2018 12:42 PM

To: Craig McVicker; Craig Alexander

Cc: Jim Creenan; frank.yeager@lanalexclloyd.com

Subject: 501 Cavitt Avenue - Application for Demolition Permit

Mr. McVicker and Mr. Alexander,

Please find attached Mr. Frank Yeager's Application for Demolition Permit for 501 Cavitt Avenue. We have been unable to determine the application fee, if any. Would you please process the application and, if there is a fee, please advise us. Thank you in advance.

Sincerely,

Joanne L. Parise

Paralegal

Creenan & Baczkowski, PC

3907 Old William Penn Highway

Suite 304

Murrysville, PA 15668

(724) 733-8832

(724) 733-8834 (fax)

Copyright © 2003-2019. All rights reserved.



IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA

LANALEX CLOYD,

Plaintiffs

vs.

TRAFFORD BOROUGH

Defendant

CIVIL DIVISION-EQUITY

NO. 807 of 2018

MOTION TO RESUME HEARING

FILED ON BEHALF OF:

Trafford Borough, Defendant

COUNSEL OF RECORD FOR THIS PARTY:

Craig H. Alexander, Esquire
Pa. I.D. # 62938

BRUCE E. DICE & ASSOCIATES, P.C.
787 Pine Valley Drive, Ste E
Pittsburgh, PA 15239
Tel. No. (724) 733-3080
Fax No. (724) 327-9659
Email.calexander@dicelaw.com



IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA -- CIVIL DIVISION-EQUITY

LANALEX CLOYD,
Plaintiffs
vs.
TRAFFORD BOROUGH
Defendant

)
)
) 807 of 2018
)
)
)
)
)

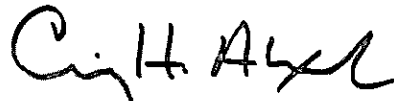
TO: James W. Creenan, Esquire
Creenan & Baczkowski, PC
3007 Old William Penn Highway
Murrysville, PA 15068
jcreenan@cbattorneys.com

NOTICE OF PRESENTATION

Please take notice that the within Motion will be presented to the Hon. Harry F. Smail, Jr. on the 8th day of March, 2019 at 8:30 o'clock a.m or as soon thereafter as suits the convenience of the Court.

March 4, 2019

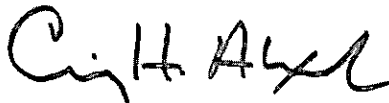
Date



Craig H. Alexander, Esquire

CERTIFICATE OF SERVICE

I, certify that a true and correct copy of the within Motion was sent via email the above named person at jcreenan@cbattorneys.com on the 4th day of March, 2019.



Craig H. Alexander, Esquire

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA -- CIVIL DIVISION-EQUITY

LANALEX CLOYD,)	
)	
Plaintiffs)	807 of 2018
)	
vs.)	
)	
TRAFFORD BOROUGH)	
)	
Defendant)	

MOTION TO RESUME HEARING

AND NOW COMES the DEFENDANT, Trafford Borough, by and through its Solicitor, Craig H. Alexander, Esquire and Bruce E. Dice and Associates, P.C. and hereby files the following Motion for to Resume Hearing averring in support thereof as follows:

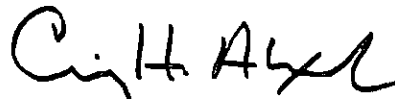
1. Plaintiff previously filed a Motion for Injunctive Relief seeking to restrain Defendant from demolishing an unsafe and uninhabitable structure in Trafford Borough.
2. This Honorable Court on two (2) separate occasions convened a hearing on the matter and on both occasions granted a consent postponement in the middle of testimony to permit Plaintiff the opportunity to attempt to resolve the matter with Trafford.
3. Most recently, on June 21, 2018, this Honorable Court entered a consent order indefinitely postponing the matter so that Plaintiff could submit a permit application to Trafford Borough.
4. The Court was very clear with Plaintiff that Plaintiff was to act with diligence in filing the proper application and moving it forward to conclusion.
5. Though Plaintiff submitted unsealed preliminary engineering plans to the Trafford

Building Inspector, Plaintiff has failed to move forward in any prudent manner to submit the plans in final format, with an engineering seal to the Borough along with the proper permit application.

6. Further, the Plaintiff has failed to supply any structure analysis from Pennsylvania Structural Engineer certifying under seal that the property is structurally sound.
7. During this time period, the structure has fallen into deeper disrepair, bricks continue to fall from the building to surrounding areas and it appears that the structure could be on the verge of collapsing.
8. Additionally, Trafford Borough recently learned that when Plaintiff had relined its sewer that Plaintiff or workers hired by Plaintiff broke into Trafford's sanitary sewer line, and failed to repair same, instead simply covering up the destruction with tin lids and then filling in the excavation area.
9. Trafford was required to repair the sewer area broke by Plaintiff in the approximate amount of \$12,000.00.
10. Trafford is requesting that this Honorable Court reconvene the continued hearing so that these issues can be properly concluded.

WHEREFORE, DEFENDANT, TRAFFORD BOROUGH, requests this Honorable Court enter the Order attached hereto and resume the hearing previously postponed by consent of the parties.

RESPECTFULLY SUBMITTED



Craig H. Alexander, Esquire

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA -- CIVIL DIVISION-EQUITY

LANALEX CLOYD,)	
)	
Plaintiffs)	807 of 2018
)	
vs.)	
)	
TRAFFORD BOROUGH)	
)	
Defendant)	

ORDER OF COURT

AND NOW TO WIT, this _____ day of March, upon consideration of the foregoing
MOTION, this matter is hereby scheduled for hearing to be reconvened on April 3, 2019 at 1:00
to address all remaining issues before the Court, including but not limited to the issues raised in
the said motion.

BY THE COURT:

_____ J.

BRUCE E. DICE & ASSOCIATES, PC.

ATTORNEYS AT LAW

TEL: 724-733-3080

787 PINE VALLEY DRIVE, SUITE E
PITTSBURGH, PENNSYLVANIA 15239-2842

FAX: 724-327-9659

April 4, 2019

Hon. Harry F. Smail, Jr.
Westmoreland County Courthouse, Court Room 2
2 North Main Street
Greensburg, PA 15601



RE: Lanalex Cloyd, Inc. v. Trafford 807 of 2018

Dear Judge Smail

This correspondence is in conjunction with you Honor's direction that I discuss Mr. Creenan's response to Trafford's Motion to Resume Hearing on this matter. I have done so and Mr. McVicker, as do I, takes offense to the loose representations made by opposing counsel to this Court. While the email communications that Mr. Creenan attaches to the response speak for themselves, it appears that they are taken out of context and do not portray the entire events.

When this action was first started, Trafford Borough, through its Code Enforcement Officer declared the building located at 501 Cavitt Avenue to be unfit for human occupancy and condemned same. Mr. Creenan, on behalf of his client, filed a motion for injunctive relief requesting that this Court grant an injunction enjoining Trafford from Demolishing the structure. (See motion for injunctive relief).

As has been the history of this case, the motion contained blatant misrepresentations. For instance, the motion represented that I, as the Solicitor for another community, "arranged for the demolition of a structure without notice while the property owner was working with the code enforcement officer to address its concerns." This is simply a false statement and Mr. Creenan knew it to be false. The Court admonished the lawyer who presented the motion on behalf of Mr. Creenan when he attempted to argue this point.

Regardless, the matter proceeded to a hearing after a bond was posted. The hearing was continued when the Defendant agreed to supply the Mr. McVicker with sealed drawings to proceed with renovations which would at the very least bring the property to a state where it was no longer in a condemnable state.

As is submitted in Exhibit E to Mr. Creenan's response, on August 21, 2018, Mr. McVicker advised Mr. Creenan that his client needed to "fill out a building permit application with the Borough of Trafford and submit the information in the proper form as the PA UCC describes." Mr. McVicker thereafter stated, "Once the proper application and information is received, I will execute the Building Permit for the specified alterations as described. The procured permit will have the follow up inspections as required attached to it."

Despite Mr. McVicker's clear direction to Mr. Creenan, no building permit application was ever filed with the Borough. Instead, Mr. Creenan simply forwarded to Mr. McVicker and

me a copy of a previously submitted Demolition Permit application. See Exhibit F. to Mr. Creenan's response. Mr. Creenan then asks that both Mr. McVicker and I process the application on his client's behalf. Mr. Creenan is aware that the Solicitor does not process demolition permit applications.

Interestingly, the Permit has two different dates on it. At the top, it is dated June 18, 2018 and in the signature line, it is dated October 17, 2018. Further, the action at hand is to enjoin the Borough from demolishing the structure, yet Mr. Creenan now request that this Court direct the issuance of a demolition permit. Most importantly, however, Mr. Creenan fails to represent that this very demolition permit which he is requesting that the Court order to be issued was previously denied by Mr. McVicker.

On October 22, 2018, just five (5) days following the October 17, 2018 date on the demolition application, Mr. McVicker issued the defendant a denial letter with regard to the demolition permit application. (See October 22, 2018 denial letter attached hereto). At no time has there been any appeal filed to this denial. Instead, Mr. Creenan simply resent the already denied application by email to Mr. McVicker and me, requesting that we process the denied application.

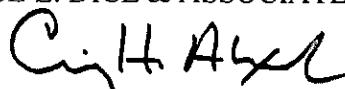
Now, five months later, with neither Mr. Creenan nor the Defendant taking any action to address the exacerbating unsafe condition of the property, Mr. Creenan requests that the court direct the issuance of a permit that has already been denied, only after Trafford Borough has taken affirmative action to resume the hearing on this matter.

Again, Mr. McVicker was very clear in his direction to Mr. Creenan. There needs to be an application for building permit filed with the Borough. This needs to be done promptly without further delay from either Mr. Creenan or the Defendant.

Prior to drafting this response, I reached out to Mr. Creenan in an effort to get the parties to the table and address what is either confusion with regard to the building permit/demolition permit issue or ongoing deliberate misrepresentation. (See attached email). I received no response from my inquiry.

Perhaps what is in both parties' best interests is for the Court is to schedule a status conference or conciliation on this matter. Bricks continue to fall from this building, and it is the Borough's fear that it may collapse as delay continues on this matter. It is my belief that with the Court's assistance, a proper order can be fashioned that has certain time constraints for remediation that need to be met to protect the safety of the residents of Trafford. Thank you in advance for your time and attention to this matter.

Very truly yours,
BRUCE E. DICE & ASSOCIATES, P.C.



Craig H. Alexander, Esquire
Solicitor, Trafford Borough

CHA/arp

Cc: Kristopher Cardiff, Council President



CODE ENFORCEMENT AGENCY
1633 Route 51, Suite 100, Jefferson Hills, PA 15025
1-866-410-4952 www.cea-code.com

October 22, 2018

Lanalex Cloyd Incorporated
C/O Mr. Frank Yeager
501-503 Cavitt Avenue
Trafford, PA 15085

RE: Demolition Application

Dear Mr. Yeager,

I am in receipt of the application for a Demolition Permit dated 10/17/2018, for the structure at 501 Cavitt Avenue in Trafford, PA. According to Pennsylvania Act 90:

"Municipal permits." Privileges relating to real property granted by a municipality, including, but not limited to, building permits, exceptions to zoning ordinances and occupancy permits. The term includes approvals pursuant to land use ordinances other than decisions on the substantive validity of a zoning ordinance or map or the acceptance of a curative amendment.

6111. Actions.

In addition to any other remedy available at law or in equity, a municipality may institute the following actions against the owner of any real property that is in serious violation of a code or for failure to correct a condition which causes the property to be regarded as a public nuisance:

(1) (i) An in person am action may be initiated for a continuing violation for which the owner takes no substantial step to correct within six months following receipt of an order to correct the violation, unless the order is subject to a pending appeal before the administrative agency or court.

(ii) Notwithstanding any law limiting the form of action for the recovery of penalties by a municipality for the violation of a code, the municipality may recover, in a single action under this section, an amount equal to any penalties imposed against the owner and any costs of remediation lawfully incurred by or on behalf of the municipality to remedy any code violation.

6115. Failure to comply with a code requirement.

(a) Offense defined.--The owner of real property commits the offense of failure to comply with a code requirement if all of the following apply:

(1) The owner of real property has been convicted of a second or subsequent serious violation of the same provision of a municipal code for the same property.

(2) The violation poses a threat to the public's health, safety or property and the owner has not taken a substantial step to correct the violation.

(3) The violation is considered a public nuisance and the owner has not made a reasonable attempt to correct the violation.

6131. Municipal permit denial.

(a) Denial.--

(1) A municipality or a board under subsection (c) may deny issuing to an applicant a municipal permit if the applicant owns real property in any municipality for which there exists on the real property:

(i) a final and unappealable tax, water, sewer or refuse collection delinquency on account of the actions of the owner; or

(ii) a serious violation of State law or a code and the owner has taken no substantial steps to correct the violation within six months following notification of the violation and for which fines or other penalties or a judgment to abate or correct were imposed by a magisterial district judge or municipal court, or a judgment at law or in equity was imposed by a court of common pleas. However, no denial shall be permitted on the basis of a property for which the judgment, order or decree is subject to a stay or supersedeas by an order of a court of competent jurisdiction or automatically allowed by statute or rule of court until the stay or supersedeas is lifted by the court or a higher court or the stay or supersedeas expires as otherwise provided by law. Where a stay or supersedeas is in effect, the property owner shall so advise the municipality seeking to deny a municipal permit.

(2) A municipality or board shall not deny a municipal permit to an applicant if the municipal permit is necessary to correct a violation of State law or a code.

(3) The municipal permit denial shall not apply to an applicant's delinquency on taxes, water, sewer or refuse collection charges that are under appeal or otherwise contested through a court or administrative process.

(4) In issuing a denial of a permit based on an applicant's delinquency in real property taxes or municipal charges or for failure to abate a serious violation of State law or a code on real property that the applicant owns in this Commonwealth, the municipality or board shall indicate the street address, municipal corporation and county in which the property is located and the court and docket number for each parcel cited as a basis for the denial. The denial shall also state that the applicant may request a letter of compliance from the appropriate State agency, municipality or school district, in a form specified by such entity as provided in this section.

Therefore, it be, I am denying the application for demolition until such time as the preceding legal matters have been resolved before the Borough of Trafford. This is specific for the address for 501 Cavitt Avenue in Trafford. Additionally, I have not been informed by you or your legal counsel of the pending matters resolution.

Please feel free to contact myself or Craig Alexander, Trafford Solicitor on this matter to discuss any issues or concerns.

Sincerely,



Craig I. McVicker, BCO
Building Code Official
Borough of Trafford

CC: Borough of Trafford Manager, Solicitor

Craig Alexander

From: Craig Alexander
Sent: Tuesday, April 02, 2019 4:11 PM
To: Jim Creenan
Subject: RE: Yeager property

Feel free to contact me on my mobile.

Craig H. Alexander, Esquire
Bruce E. Dice & Associates P.C.
787 Pine Valley Drive, Suite E
Pittsburgh, PA 15239
Office: 724-733-3080
Mobile: 412-310-1599.

From: Craig Alexander
Sent: Tuesday, April 02, 2019 4:10 PM
To: Jim Creenan <jcreean@cbattorneys.com>
Subject: Yeager property

Jim-

I am in the process of preparing a formal response to Judge Smail....however, I propose that Mr. McVicker and I sit down with you to perhaps resolve this. Your original motion for injunctive relief was to enjoin the Borough from demolishing the structure at 501 Cavitt. Now it appears you are asking for a demolition permit. I don't believe that issue is before the court with regard to your petition, but perhaps if we sit down, we can resolve it. I can make myself available any day this week. Let me know your availability and we can confirm with CM.

Thanks

Craig H. Alexander, Esquire
Bruce E. Dice & Associates P.C.
787 Pine Valley Drive, Suite E
Pittsburgh, PA 15239
Office: 724-733-3080
Mobile: 412-310-1599.

Trafford

Borough

Ordinance Violation Notice

April 25, 2019

Lanalex Cloyd Inc
5204 Faulk Drive
Export, PA 15632

Tax Map # 36-03-03-0-490

Property tax records list you as owner of the property located at 501 Cavitt Avenue, Trafford, Pennsylvania, 15085.

I am informing you that you are in violation of the Borough of Trafford Ordinance establishing the International Property Maintenance Code for the address listed as 501 Cavitt Avenue in Trafford. According to the evidence collected, the following violations need immediate attention:

302.1 Sanitation.

All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

302.4 Weeds.

All premises and exterior property shall be maintained free from weeds or plant growth in excess of six (6) inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the cost of such removal shall be paid by the owner or agent responsible for the property.

304.1.1 Unsafe conditions.

The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings.

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structure or components thereof that have reached their limit state;
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;



5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects;
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;
7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects;
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
13. Chimneys, cooling towers, smokestacks, and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

All the evident deficiencies listed under this code in the above referenced must be effectively cleaned up, maintained and repaired within **ten (10) days** from the official receipt of this notification or subsequent Commonwealth Citations of summary offense shall be issued for each violation. Additionally, the maintenance of the lot area surrounding the structures must be maintained effectively throughout the growing season or Commonwealth citations of a summary offence shall be issued.

Should you have any questions or feel need to discuss this matter further please don't hesitate to contact me at (724) 374-3686.

Sincerely,



Mark Cypher
Code Enforcement Officer
Borough of Trafford

Certified Mail # 7018 0680 0000 5215 7439

FILE COPY

Murrysville Office
Town Square Professional Building
Suite 304
3907 Old William Penn Highway
Murrysville, PA 15668
(724) 733-8832

Creenan & Baczkowski, PC
ATTORNEYS

www.cbattorneys.com

McKeesport Office
City Hall Building
Suite 305
502 Fifth Avenue
McKeesport, PA 15132
(412) 675-0940

JAMES W. CREENAN
MOLLY M. CREENAN
JAKE S. ORESICK
FRANK W. JONES (OF COUNSEL)
CHARLES R. CONWAY (OF COUNSEL)

WALTER F. BACZKOWSKI (1942-2017)
ELIZABETH BAILEY (1920-2016)

May 8, 2019

Writer's Email:
jcreenan@cbattorneys.com

Craig H. Alexander, Esquire
Bruce Dice & Associates PC
787 Pine Valley Dr. Ste E
Pittsburgh, PA 15239

Re: 501 Cavitt Avenue
Our File No. 16885

Dear Mr. Alexander:

It has been brought to my attention that the Borough of Trafford has issued a letter entitled "Ordinance Violation Notice" received by my client on April 29, 2019 via U.S. Mail and addressed to "Lanalex Cloyd, Inc., 5204 Faulk Drive, Export, PA 15632."

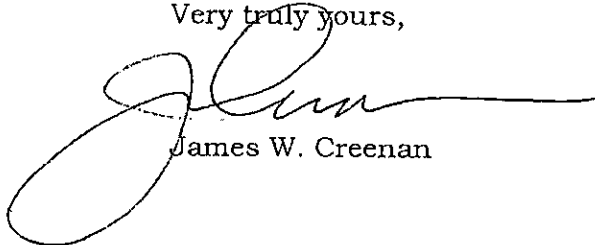
Please accept the letter as my client's appeal of the Notice.

Additionally, most but not all of the matters described in the letter are currently before the Court of Common Pleas.

Please provide to me all records of inspection, reports, and photos bearing on the matters set forth in the Notice.

Thank you for your attention to this matter.

Very truly yours,



James W. Creenan

JWC/

cc: Frank Yeager
Manager, Borough of Trafford
Mark Cypher, Code Enforcement Officer



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELANDSUMMONS FOR SUMMARY CASE
NON-TRAFFIC

Mag. Dist. No: MDJ-10-2-03
 MDJ Name: Honorable Helen M. Kistler
 Address: 1012 Station Street
 Harrison City, PA 15636
 Telephone: 724-744-3031

Commonwealth of Pennsylvania
 v.
 Lanalex Cloyd, Inc.

Lanalex Cloyd, Inc.
 5204 Faulk Drive
 Export, PA 15632

Docket No: MJ-10203-NT-0000097-2019
 Case Filed: 5/10/2019

Charge(s)				
LO § 152-1 §§ 302.1 (Lead) Sanitation of Exterior Property				
FINE AND COSTS:	Fine: 250.00	Costs/Fees: 91.25	Server Fees:	Restitution: Total Due: 341.25

WITHIN TEN (10) DAYS OF RECEIPT OF THIS SUMMONS YOU MUST:

1. PLEAD NOT GUILTY by notifying the magisterial district judge above in writing and forwarding an amount equal to the total due specified above, or if the fine and costs are not specified, forward the sum of \$50.00 as collateral for your appearance at trial; OR,
 2. PLEAD NOT GUILTY by appearing before the magisterial district judge above and posting such collateral for your appearance as the magisterial district judge shall require; OR,
 3. If you cannot afford to pay the total due specified above or the \$50.00 collateral, you must appear before the magisterial district judge above to enter a plea; OR,
 4. PLEAD GUILTY by notifying the magisterial district judge above in writing, signing the appropriate plea under the MAIL IN PLEA section, and forwarding an amount equal to the total due specified above; OR,
 5. PLEAD GUILTY by appearing before the magisterial district judge above if the total due is not specified, or if you are required to appear because the offense with which you are charged carries a mandatory sentence of imprisonment, for example, a violation of 75 Pa.C.S. Section 1543(b) (Driving while operating privilege is suspended or revoked)
- IF YOU ARE FOUND GUILTY BY THE MAGISTERIAL DISTRICT JUDGE AND WISH TO APPEAL, YOU HAVE THIRTY (30) DAYS TO REQUEST A TRIAL DE NOVO IN THE COURT OF COMMON PLEAS
 - ALL CHECKS OR MONEY ORDERS FOR FINE, COSTS, FEES, OR FOR COLLATERAL, SHALL BE MADE PAYABLE TO "MAGISTERIAL DISTRICT NO MDJ-10-2-03". You can make case payments online through Pennsylvania's Unified Judicial System web portal. Visit the portal at <http://ujportal.pacourts.us> to make a payment.
 - IF YOU FAIL TO RESPOND TO THIS SUMMONS WITHIN THE TIME SPECIFIED ABOVE, A WARRANT FOR YOUR ARREST SHALL BE ISSUED.

IF YOU INTEND TO RESPOND BY MAIL:

Detach and complete the lower portion of this summons with your signature on the appropriate plea line, (1) or (2).

If you PLEAD NOT GUILTY, your check or money order must be in the amount of the total due specified above. If the total due is not specified, your check or money order must be in the amount of \$50.00 which will be held for collateral for your appearance at trial. You will be notified by mail of your date and time for trial.

If you PLEAD GUILTY, enclose a check or money order in the amount of the total due specified above. Failure to remit the full amount of the fine, costs, and fees may result in the issuance of a warrant for your arrest. Your check or money order shall be made payable to "Magisterial District No. MDJ-10-2-03".

(DETACH HERE)

MAIL IN PLEA

I represent that I make this plea knowingly, voluntarily, and intelligently. (Failure to indicate a plea when forwarding an amount equal to the total due specified above will result in a guilty plea being recorded.)

Docket No: MJ-10203-NT-0000097-2019 Citation No: R 2266543-6 Defendant: Lanalex Cloyd, Inc.

1. I PLEAD NOT GUILTY

(Signature)

2. I PLEAD GUILTY

(Signature)



If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.



COMMONWEALTH OF PENNSYLVANIA NON-TRAFFIC CITATION/ SUMMONS		CITATION NO. R2266543-6	
1. Magisterial District Number 10-2-03		2. Booklet Number 10-2-19	
3. Address of Magisterial District Office 1012 STATION ST. HARRISBURG, PA 15036		4. Social Security Number [REDACTED]	
5. Defendant's Name - First LANALEX CLOYD, INC		6. Driver's Number [REDACTED] PA	
7. Defendant's Address (Street-City-State Zip Code) 5204 FAULK DR. EXPORT, PA 15032			
8. Race/Ethnicity (V) <input type="checkbox"/> White (A) <input type="checkbox"/> Asian (M) <input type="checkbox"/> Male (B) <input type="checkbox"/> Black (H) <input type="checkbox"/> Hispanic (F) <input type="checkbox"/> Female (I) <input type="checkbox"/> Native American (U) <input type="checkbox"/> Unknown		9. Date of Birth (MM/DD/YY) [REDACTED]	
10. Juvenile <input type="checkbox"/> Yes <input type="checkbox"/> No		11. Resident Status (R) <input type="checkbox"/> Resident (N) <input type="checkbox"/> Non-Resident (U) <input type="checkbox"/> Unknown	
12. Parents Notified <input type="checkbox"/> Yes <input type="checkbox"/> No		13. Case Issued by (O) <input type="checkbox"/> On-View Arrest (C) <input type="checkbox"/> Citation/Summons	
14. Charge <input type="checkbox"/> Disorderly Conduct <input type="checkbox"/> Criminal Trespass <input type="checkbox"/> Theft of Services <input type="checkbox"/> Criminal Mischief <input type="checkbox"/> Harassment <input type="checkbox"/> Public Drunkenness <input type="checkbox"/> Scattering Rubbish <input type="checkbox"/> Retail Theft <input type="checkbox"/> Purchase/Consumption/Possession or Transportation of Liquor or Malt/Brewed Beverages <input checked="" type="checkbox"/> Other VIOLATIONS OF BOROUGH ORD			
15. Nature of Offense VIOLATION OF INTERNATIONAL PROPERTY MAINTENANCE CODE-302.1 SANITATION		16. Pa. Code [REDACTED]	
17. Section [REDACTED]		18. Sub Section [REDACTED]	
19. FINE 250.00		20. COSTS 51.00	
21. J.C.P.A.T. [REDACTED]		22. TOTAL DUE \$341.25	
23. Date 5/10/19		24. Time 2:15 PM	
25. Location 501 CAVITT AVE. TRAFFORD, PA 15085		26. Zone 2730	
27. Defendant's Signature - Acknowledges Receipt of Citation X PLEASE MAIL		28. County WESTMORELAND	
29. I verify that the facts set forth in this citation are true to the best of my knowledge, information and belief. This verification is made subject to the provisions of Section 4304 of the Crimes Code (18 Pa.C.S. § 4904) relating to perjury in testimony to authorities. I certify this filing complies with the U.S. Corp Records Public Access Policy.		30. Date 5/10/19	
31. Signature [REDACTED]		32. Badge Number [REDACTED]	
33. Street Address 414 BRINTON AVE. TRAFFORD, PA 15085		34. Incident No. [REDACTED]	
35. Offense Code [REDACTED]		36. Property Record No. [REDACTED]	
37. Systems Code [REDACTED]		38. Incident No. [REDACTED]	
39. Victim's Name [REDACTED]			
40. Date of Birth (MM/DD/YY) [REDACTED]			
41. Sex [REDACTED]			
42. Race/Ethnicity [REDACTED]			
43. Confidential Information Section [REDACTED]			
44. Remarks/Supplement List PROPERTY OWNER WILL NOT CLEAN UP PROPERTY INCLUDING BRICKS THAT HAVE FALLEN FROM BUILDING ONTO S. DEWACK & MATRESS IN GRASS. ALSO BROKEN GLASS FROM SMASHED WINDOWS REMAINS ON S. DEWACK. R2266543-6			
45. Supp. List [REDACTED]			

RIGHTS AND OBLIGATIONS

1. The original of this non-traffic citation/summons will be filed before the MAGISTERIAL DISTRICT JUDGE WHOSE ADDRESS IS LISTED IN ITEM 4 on the reverse side.
2. Within TEN (10) days of the issuance or receipt of this citation/summons, you must:
 - a. **PLEAD NOT GUILTY** by signing your name on Line (a) of the mail-in portion of this citation/summons and returning it to the Magisterial District Office shown in ITEM 4 together with your collateral in an amount equal to the Total Due as specified in ITEM 28 on the reverse side, or if the Total Due is not specified, by forwarding the sum of \$50.00 as collateral for your appearance at trial.
OR
 - b. **PLEAD NOT GUILTY** by appearing before the proper Magisterial District Judge and posting such collateral for your appearance as the Magisterial District Judge shall require. If you cannot afford to pay the Total Due as specified in ITEM 28 on the reverse side, or the \$50.00 collateral, you must appear before the proper Magisterial District Judge to enter a plea.
OR
 - c. **PLEAD GUILTY** by signing your name on Line (b) of the mail-in portion of this citation/summons and returning it to the Magisterial District Office shown in ITEM 4 together with an amount equal to the Total Due as specified in ITEM 28 on the reverse side, or by making payments online through Pennsylvania's Unified Judicial system web portal. Visit the portal at <http://ujportal.pacourts.us> to make a payment.
OR
 - d. **PLEAD GUILTY** by appearing before the proper Magisterial District Judge if the Total Due is not specified or if you are required to appear because the offense with which you are charged carries a mandatory sentence of imprisonment, for example, a violation of 75 Pa.C.S. §1543(b) (Driving while operating privilege is suspended or revoked).
OR
 - e. **REQUEST** inclusion in an Accelerated Rehabilitative Disposition Program (ARD) by appearing before the proper Magisterial District Judge.
3. All checks or money orders must be made payable to the "Magisterial District Number _____", identified in ITEM 1 on the reverse side, and sent to the address reported in ITEM 4.
4. Failure to respond within the time specified above may result in the issuance of a warrant for your arrest.
5. If you fail to appear for trial, the trial may be held in your absence.
6. If you are found guilty by the Magisterial District Judge, or you plead guilty, and you wish to appeal, you have THIRTY (30) days to file an appeal for a trial in the Court of Common Pleas.
7. If you are disabled and require assistance, please contact the Magisterial District Office identified in ITEM 4 on the reverse side.
8. Please note that a guilty plea to offenses relating to underage drinking, 18 Pa.C.S. §§ 6307, 6308, and 6310.3 will result in the suspension of your driver's license.

INSTRUCTIONS FOR RESPONSE BY MAIL

If you intend to respond by mail:

1. Detach and complete the lower portion of this citation/summons with your signature on the appropriate plea line (a. or b.).
2. If you PLEAD NOT GUILTY, your check or money order for collateral must be in the amount equal to the Total Due as specified in ITEM 28 on the reverse side. If the Total Due is not specified, your check or money order for collateral must be in the amount of \$50.00. You will be notified by mail of your trial date.
3. If you PLEAD GUILTY, enclose a check or money order in the amount reported as Total Due in ITEM 28 on the reverse side. Failure to remit the full amount will result in the issuance of a warrant for your arrest.
4. Your check or money order must be made payable to: "Magisterial District Number _____", identified in ITEM 1 on the reverse side and sent to the address reported in ITEM 4.

Explanation of Items 26 & 27

{ Costs J.C.P./A.T.J./ C.J.E.A./O.A.G.	May include program costs for crime and delinquency commission, domestic violence, crime victims compensation and courts. Judicial Computer Project/Access to Justice/Criminal Justice Enhancement Account/ Office of Attorney General's Operations Appropriations
--	--

MAIL IN PORTION

Place this portion of the citation/summons and your check or money order in an envelope and mail to the MAGISTERIAL DISTRICT OFFICE WHOSE ADDRESS IS REPORTED IN ITEM 4 on the reverse side.

Failure to indicate a plea when forwarding an amount equal to the Total Due as specified on the citation/summons will result in a guilty plea being recorded.

I understand my rights and obligations. Further, I represent that I make this plea knowingly, voluntarily, and intelligently.

a. I plead **NOT GUILTY** and request a trial _____

Signature

b. I plead **GUILTY** _____

Signature

PLEASE PLACE THE CITATION NUMBER ON YOUR CHECK OR MONEY ORDER.

DO NOT MAIL YOUR CHECK OR MONEY ORDER TO THE POLICE DEPARTMENT.

DO NOT SEND CASH!

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELANDSUMMONS FOR SUMMARY CASE
NON-TRAFFIC

Mag. Dist. No: MDJ-10-2-03
 MDJ Name: Honorable Helen M. Kistler
 Address: 1012 Station Street
 Harrison City, PA 15636
 Telephone: 724-744-3031

Commonwealth of Pennsylvania
 v.
 Lanalex Cloyd, Inc.

Lanalex Cloyd, Inc.
 5204 Faulk Drive
 Export, PA 15632

Docket No: MJ-10203-NT-0000098-2019
 Case Filed: 5/10/2019

Charge(s)				
LO \$ 152.1 \$ 302.4 (Lead) Weeds and plant growth				
FINE AND COSTS:	Fine: 250	Costs/Fees: 91.25	Server Fees:	Restitution:
				Total Due: 341.25

WITHIN TEN (10) DAYS OF RECEIPT OF THIS SUMMONS YOU MUST:

1. PLEAD NOT GUILTY by notifying the magisterial district judge above in writing and forwarding an amount equal to the total due specified above, or if the fine and costs are not specified, forward the sum of \$50.00 as collateral for your appearance at trial; **OR**,
 2. PLEAD NOT GUILTY by appearing before the magisterial district judge above and posting such collateral for your appearance as the magisterial district judge shall require; **OR**,
 3. If you cannot afford to pay the total due specified above or the \$50.00 collateral, you must appear before the magisterial district judge above to enter a plea; **OR**,
 4. PLEAD GUILTY by notifying the magisterial district judge above in writing, signing the appropriate plea under the MAIL IN PLEA section, and forwarding an amount equal to the total due specified above; **OR**,
 5. PLEAD GUILTY by appearing before the magisterial district judge above if the total due is not specified, or if you are required to appear because the offense with which you are charged carries a mandatory sentence of imprisonment, for example, a violation of 75 Pa.C.S. Section 1543(b) (Driving while operating privilege is suspended or revoked)
- IF YOU ARE FOUND GUILTY BY THE MAGISTERIAL DISTRICT JUDGE AND WISH TO APPEAL, YOU HAVE THIRTY (30) DAYS TO REQUEST A TRIAL DE NOVO IN THE COURT OF COMMON PLEAS
 - ALL CHECKS OR MONEY ORDERS FOR FINE, COSTS, FEES, OR FOR COLLATERAL, SHALL BE MADE PAYABLE TO "MAGISTERIAL DISTRICT NO MDJ-10-2-03"
- You can make case payments online through Pennsylvania's Unified Judicial System web portal. Visit the portal at <http://ujportal.pacourts.us> to make a payment.
- IF YOU FAIL TO RESPOND TO THIS SUMMONS WITHIN THE TIME SPECIFIED ABOVE, A WARRANT FOR YOUR ARREST SHALL BE ISSUED.

IF YOU INTEND TO RESPOND BY MAIL:

Detach and complete the lower portion of this summons with your signature on the appropriate plea line, (1) or (2).

If you PLEAD NOT GUILTY, your check or money order must be in the amount of the total due specified above. If the total due is not specified, your check or money order must be in the amount of \$50.00 which will be held for collateral for your appearance at trial. You will be notified by mail of your date and time for trial.

If you PLEAD GUILTY, enclose a check or money order in the amount of the total due specified above. Failure to remit the full amount of the fine, costs, and fees may result in the issuance of a warrant for your arrest. Your check or money order shall be made payable to "Magisterial District No MDJ-10-2-03".

(DETACH HERE)

MAIL IN PLEA

I represent that I make this plea knowingly, voluntarily, and intelligently. (Failure to indicate a plea when forwarding an amount equal to the total due specified above will result in a guilty plea being recorded.)

Docket No: MJ-10203-NT-0000098-2019 Citation No: R 2266544-0 Defendant: Lanalex Cloyd, Inc.

1. I PLEAD NOT GUILTY

(Signature)

2. I PLEAD GUILTY

(Signature)

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.



COMMONWEALTH OF PENNSYLVANIA		CITATION NO.	
NON-TRAFFIC CITATION/ SUMMONS		R2266544-0	
1. District Number 10-2-03		2. Docket Number NT98-19	
3. Social Security Number		4. State PA	
5. Address of Magisterial District Office 1012 STATION ST. HARRISBURG, PA 15036		6. Driver's Number	
7. Defendant's Name - First Middle Last LANALEX CLOYD, INC			
8. Defendant's Address (Street-City-State-Zip Code) 5204 FAULK DR. EXPORT PA 15632			
9. Race/Ethnicity (W) <input type="checkbox"/> White (A) <input type="checkbox"/> Asian (B) <input type="checkbox"/> Black (H) <input type="checkbox"/> Hispanic (I) <input type="checkbox"/> Native American (U) <input type="checkbox"/> Unknown		10. Sex (M) <input type="checkbox"/> Male (F) <input type="checkbox"/> Female	
11. Date of Birth (MM/DD/YY)		12. Resident Status (R) <input type="checkbox"/> Resident (N) <input type="checkbox"/> Non-Resident (U) <input type="checkbox"/> Unknown	
13. Case Instituted by (O) <input type="checkbox"/> On-View Arrest (C) <input type="checkbox"/> Citation/Summons		14. JUVENILE <input type="checkbox"/> Yes	
15. Parents Notified <input type="checkbox"/> Yes		16. Parent's Name	
17. Date Notified		18. Time	
19. Charge <input type="checkbox"/> Disorderly Conduct <input type="checkbox"/> Criminal Trespass <input type="checkbox"/> Theft of Services <input type="checkbox"/> Criminal Mischief <input type="checkbox"/> Harassment <input type="checkbox"/> Public Drunkenness <input type="checkbox"/> Scattering Rubbish <input type="checkbox"/> Retail Theft <input type="checkbox"/> Purchase, Consumption, Possession or Transportation of Liquor or Malt or Brewed Beverages <input checked="" type="checkbox"/> Other VIOLATION OF BOROUGH ORD.			
20. Nature of Offense VIOLATION OF INTERNATIONAL PROPERTY MAINTENANCE CODE - 302.4 WEEDS		21. Pa. Code	
22. CRIMES CODE TITLE 18		23. SECTION	
24. SUB SEC.		25. FINE 750.00	
26. COSTS 57.00		27. J.C.P./A.T.J. /C.J.E.A./D.A.G. \$ 40.25	
28. TOTAL DUE \$341.75		29. City/Town/Boro	
30. County		31. Date 5/10/19	
32. Time 2:17		33. Day WEDNESDAY	
34. Location 501 CAVITT AVE. TRAFFORD PA 15085		35. County Code 69	
36. Defendant's Signature - Acknowledges Receipt of Citation X PLEASE MAIL		37. Date 5/10/19	
38. Officer's Signature [Signature]		39. Badge Number	
40. Station Address 414 BRINON AVE. TRAFFORD PA 15085		41. Incident No.	
42. Offense Code		43. Property Record No.	
44. Systems Code		45. Initial Report	
46. Attention LCE		47. Incident No.	
48. Victim's Name		49. Date of Birth (MM/DD/YY)	
50. Sex		51. Race/Ethnicity	
52. Confidential Information Section			
53. Remarks/Supplement List PROPERTY OWNER WILL NOT CUT GRASS/REMOVE WEEDS			
R2266544-0			

RIGHTS AND OBLIGATIONS

1. The original of this non-traffic citation/summons will be filed before the MAGISTERIAL DISTRICT JUDGE WHOSE ADDRESS IS LISTED IN ITEM 4 on the reverse side.
2. Within TEN (10) days of the issuance or receipt of this citation/summons, you must:
 - a. **PLEAD NOT GUILTY** by signing your name on Line (a) of the mail-in portion of this citation/summons and returning it to the Magisterial District Office shown in ITEM 4 together with your collateral in an amount equal to the Total Due as specified in ITEM 28 on the reverse side, or if the Total Due is not specified, by forwarding the sum of \$50.00 as collateral for your appearance at trial.
OR
 - b. **PLEAD NOT GUILTY** by appearing before the proper Magisterial District Judge and posting such collateral for your appearance as the Magisterial District Judge shall require. If you cannot afford to pay the Total Due as specified in ITEM 28 on the reverse side, or the \$50.00 collateral, you must appear before the proper Magisterial District Judge to enter a plea.
OR
 - c. **PLEAD GUILTY** by signing your name on Line (b) of the mail-in portion of this citation/summons and returning it to the Magisterial District Office shown in ITEM 4 together with an amount equal to the Total Due as specified in ITEM 28 on the reverse side, or by making payments online through Pennsylvania's Unified Judicial system web portal. Visit the portal at <http://ujportal.pacourts.us> to make a payment.
OR
 - d. **PLEAD GUILTY** by appearing before the proper Magisterial District Judge if the Total Due is not specified or if you are required to appear because the offense with which you are charged carries a mandatory sentence of imprisonment, for example, a violation of 75 Pa.C.S. §1543(b) (Driving while operating privilege is suspended or revoked).
OR
 - e. **REQUEST** inclusion in an Accelerated Rehabilitative Disposition Program (ARD) by appearing before the proper Magisterial District Judge.
3. All checks or money orders must be made payable to the "Magisterial District Number _____", identified in ITEM 1 on the reverse side, and sent to the address reported in ITEM 4.
4. Failure to respond within the time specified above may result in the issuance of a warrant for your arrest.
5. If you fail to appear for trial, the trial may be held in your absence.
6. If you are found guilty by the Magisterial District Judge, or you plead guilty, and you wish to appeal, you have THIRTY (30) days to file an appeal for a trial in the Court of Common Pleas.
7. If you are disabled and require assistance, please contact the Magisterial District Office identified in ITEM 4 on the reverse side.
8. Please note that a guilty plea to offenses relating to underage drinking, 18 Pa.C.S. §§ 6307, 6308, and 6310.3 will result in the suspension of your driver's license.

INSTRUCTIONS FOR RESPONSE BY MAIL

If you intend to respond by mail:

1. Detach and complete the lower portion of this citation/summons with your signature on the appropriate plea line (a. or b.).
2. If you **PLEAD NOT GUILTY**, your check or money order for collateral must be in the amount equal to the Total Due as specified in ITEM 28 on the reverse side. If the Total Due is not specified, your check or money order for collateral must be in the amount of \$50.00. You will be notified by mail of your trial date.
3. If you **PLEAD GUILTY**, enclose a check or money order in the amount reported as Total Due in ITEM 28 on the reverse side. Failure to remit the full amount will result in the issuance of a warrant for your arrest.
4. Your check or money order must be made payable to: "Magisterial District Number _____", identified in ITEM 1 on the reverse side and sent to the address reported in ITEM 4.

Explanation of Items 26 & 27

Costs
J.C.P./A.T.J./
C.J.E.A./O.A.G. May include program costs for crime and delinquency commission, domestic violence, crime victims compensation and courts Judicial Computer Project/Access to Justice/Criminal Justice Enhancement Account/ Office of Attorney General's Operations Appropriations

MAIL IN PORTION

Place this portion of the citation/summons and your check or money order in an envelope and mail to the MAGISTERIAL DISTRICT OFFICE WHOSE ADDRESS IS REPORTED IN ITEM 4 on the reverse side.

Failure to indicate a plea when forwarding an amount equal to the Total Due as specified on the citation/summons will result in a guilty plea being recorded.

I understand my rights and obligations. Further, I represent that I make this plea knowingly, voluntarily, and intelligently.

a. I plead **NOT GUILTY** and request a trial _____

Signature

b. I plead **GUILTY** _____

Signature

PLEASE PLACE THE CITATION NUMBER ON YOUR CHECK OR MONEY ORDER.

DO NOT MAIL YOUR CHECK OR MONEY ORDER TO THE POLICE DEPARTMENT.

DO NOT SEND CASH!

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELANDSUMMONS FOR SUMMARY CASE
NON-TRAFFIC

Mag. Dist. No: MDJ-10-2-03
 MDJ Name: Honorable Helen M. Kistler
 Address: 1012 Station Street
 Harrison City, PA 15636
 Telephone: 724-744-3031

Commonwealth of Pennsylvania
 v.
 Lanalex Cloyd, Inc.

Lanalex Cloyd, Inc.
 5204 Faulk Drive
 Export, PA 15632

Docket No: MJ-10203-NT-0000099-2019
 Case Filed: 5/10/2019

Charge(s)	
LO § 152-1 §§ 304.1 (Lead)	Unsafe Conditions
FINE AND COSTS:	Fine: <u>250.00</u> Costs/Fees: <u>91.25</u> Server Fees: _____ Restitution: _____ Total Due: <u>341.25</u>

WITHIN TEN (10) DAYS OF RECEIPT OF THIS SUMMONS YOU MUST:

1. PLEAD NOT GUILTY by notifying the magisterial district judge above in writing and forwarding an amount equal to the total due specified above, or if the fine and costs are not specified, forward the sum of \$50.00 as collateral for your appearance at trial; **OR**,
2. PLEAD NOT GUILTY by appearing before the magisterial district judge above and posting such collateral for your appearance as the magisterial district judge shall require; **OR**,
3. If you cannot afford to pay the total due specified above or the \$50.00 collateral, you must appear before the magisterial district judge above to enter a plea; **OR**,
4. PLEAD GUILTY by notifying the magisterial district judge above in writing, signing the appropriate plea under the MAIL IN PLEA section, and forwarding an amount equal to the total due specified above; **OR**,
5. PLEAD GUILTY by appearing before the magisterial district judge above if the total due is not specified, or if you are required to appear because the offense with which you are charged carries a mandatory sentence of imprisonment, for example, a violation of 75 Pa.C.S. Section 1543(b) (Driving while operating privilege is suspended or revoked)
 - IF YOU ARE FOUND GUILTY BY THE MAGISTERIAL DISTRICT JUDGE AND WISH TO APPEAL, YOU HAVE THIRTY (30) DAYS TO REQUEST A TRIAL DE NOVO IN THE COURT OF COMMON PLEAS
 - ALL CHECKS OR MONEY ORDERS FOR FINE, COSTS, FEES, OR FOR COLLATERAL, SHALL BE MADE PAYABLE TO "MAGISTERIAL DISTRICT NO MDJ-10-2-03"
 - You can make case payments online through Pennsylvania's Unified Judicial System web portal. Visit the portal at <http://ujsportal.pacourts.us> to make a payment.
 - IF YOU FAIL TO RESPOND TO THIS SUMMONS WITHIN THE TIME SPECIFIED ABOVE, A WARRANT FOR YOUR ARREST SHALL BE ISSUED.

IF YOU INTEND TO RESPOND BY MAIL:

Detach and complete the lower portion of this summons with your signature on the appropriate plea line, (1) or (2).

If you PLEAD NOT GUILTY, your check or money order must be in the amount of the total due specified above. If the total due is not specified, your check or money order must be in the amount of \$50.00 which will be held for collateral for your appearance at trial. You will be notified by mail of your date and time for trial.

If you PLEAD GUILTY, enclose a check or money order in the amount of the total due specified above. Failure to remit the full amount of the fine, costs, and fees may result in the issuance of a warrant for your arrest. Your check or money order shall be made payable to "Magisterial District No MDJ-10-2-03".

(DETACH HERE)

MAIL IN PLEA

I represent that I make this plea knowingly, voluntarily, and intelligently. (Failure to indicate a plea when forwarding an amount equal to the total due specified above will result in a guilty plea being recorded.)

Docket No: MJ-10203-NT-0000099-2019 Citation No: R 2266545-1 Defendant: Lanalex Cloyd, Inc.

1. I PLEAD NOT GUILTY

(Signature)

2. I PLEAD GUILTY

(Signature)

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

COMMONWEALTH OF PENNSYLVANIA NON-TRAFFIC CITATION/ SUMMONS		CITATION NO. R2266545-1	
1. Magisterial District Number: NT-15-15		2. Date of Issuance: 9/10/20	
3. Defendant's Name: LAMAR, CLOYD, INC.		4. Address of Defendant: 1012 STREET OF HARRISBURG, PA 17104	
5. Date of Arrest: 9/10/20		6. Time of Arrest: 10:30 PM	
7. Date of Birth: 11/19/70		8. Sex: Male	
9. Race/Ethnicity: White		10. Height: 5'10"	
11. Weight: 170 lbs		12. Eyes: Blue	
13. Hair: Brown		14. Scars/Tattoos: None	
15. Date of Arrest: 9/10/20		16. Time of Arrest: 10:30 PM	
17. Date of Arrest: 9/10/20		18. Time of Arrest: 10:30 PM	
19. Date of Arrest: 9/10/20		20. Time of Arrest: 10:30 PM	
21. Date of Arrest: 9/10/20		22. Time of Arrest: 10:30 PM	
23. Date of Arrest: 9/10/20		24. Time of Arrest: 10:30 PM	
25. Date of Arrest: 9/10/20		26. Time of Arrest: 10:30 PM	
27. Date of Arrest: 9/10/20		28. Time of Arrest: 10:30 PM	
29. Date of Arrest: 9/10/20		30. Time of Arrest: 10:30 PM	
31. Date of Arrest: 9/10/20		32. Time of Arrest: 10:30 PM	
33. Date of Arrest: 9/10/20		34. Time of Arrest: 10:30 PM	
35. Date of Arrest: 9/10/20		36. Time of Arrest: 10:30 PM	
37. Date of Arrest: 9/10/20		38. Time of Arrest: 10:30 PM	
39. Date of Arrest: 9/10/20		40. Time of Arrest: 10:30 PM	
41. Date of Arrest: 9/10/20		42. Time of Arrest: 10:30 PM	
43. Date of Arrest: 9/10/20		44. Time of Arrest: 10:30 PM	
45. Date of Arrest: 9/10/20		46. Time of Arrest: 10:30 PM	
47. Date of Arrest: 9/10/20		48. Time of Arrest: 10:30 PM	
49. Date of Arrest: 9/10/20		50. Time of Arrest: 10:30 PM	
51. Date of Arrest: 9/10/20		52. Time of Arrest: 10:30 PM	
53. Date of Arrest: 9/10/20		54. Time of Arrest: 10:30 PM	
55. Date of Arrest: 9/10/20		56. Time of Arrest: 10:30 PM	
57. Date of Arrest: 9/10/20		58. Time of Arrest: 10:30 PM	
59. Date of Arrest: 9/10/20		60. Time of Arrest: 10:30 PM	
61. Date of Arrest: 9/10/20		62. Time of Arrest: 10:30 PM	
63. Date of Arrest: 9/10/20		64. Time of Arrest: 10:30 PM	
65. Date of Arrest: 9/10/20		66. Time of Arrest: 10:30 PM	
67. Date of Arrest: 9/10/20		68. Time of Arrest: 10:30 PM	
69. Date of Arrest: 9/10/20		70. Time of Arrest: 10:30 PM	
71. Date of Arrest: 9/10/20		72. Time of Arrest: 10:30 PM	
73. Date of Arrest: 9/10/20		74. Time of Arrest: 10:30 PM	
75. Date of Arrest: 9/10/20		76. Time of Arrest: 10:30 PM	
77. Date of Arrest: 9/10/20		78. Time of Arrest: 10:30 PM	
79. Date of Arrest: 9/10/20		80. Time of Arrest: 10:30 PM	
81. Date of Arrest: 9/10/20		82. Time of Arrest: 10:30 PM	
83. Date of Arrest: 9/10/20		84. Time of Arrest: 10:30 PM	
85. Date of Arrest: 9/10/20		86. Time of Arrest: 10:30 PM	
87. Date of Arrest: 9/10/20		88. Time of Arrest: 10:30 PM	
89. Date of Arrest: 9/10/20		90. Time of Arrest: 10:30 PM	
91. Date of Arrest: 9/10/20		92. Time of Arrest: 10:30 PM	
93. Date of Arrest: 9/10/20		94. Time of Arrest: 10:30 PM	
95. Date of Arrest: 9/10/20		96. Time of Arrest: 10:30 PM	
97. Date of Arrest: 9/10/20		98. Time of Arrest: 10:30 PM	
99. Date of Arrest: 9/10/20		100. Time of Arrest: 10:30 PM	

DEFENDANT'S COPY

WINDY FALLING INTO SIDEWALK
STREET BELOW. ALSO GLASS FROM BOTTLE R2266545-1
FROM THE EXTENDED WALL FALLING INTO THE SIDEWALK 3+
DANGEROUS CONDITIONS INCLUDING GLASS FALLING
MULCHER OWNER HAS NOT TAKEN STEPS TO REMOVE OR REPAIR

RIGHTS AND OBLIGATIONS

1. The original of this non-traffic citation/summons will be filed before the MAGISTERIAL DISTRICT JUDGE WHOSE ADDRESS IS LISTED IN ITEM 4 on the reverse side.
2. Within TEN (10) days of the issuance or receipt of this citation/summons, you must:
 - a. **PLEAD NOT GUILTY** by signing your name on Line (a) of the mail-in portion of this citation/summons and returning it to the Magisterial District Office shown in ITEM 4 together with your collateral in an amount equal to the Total Due as specified in ITEM 28 on the reverse side, or if the Total Due is not specified, by forwarding the sum of \$50.00 as collateral for your appearance at trial.
OR
 - b. **PLEAD NOT GUILTY** by appearing before the proper Magisterial District Judge and posting such collateral for your appearance as the Magisterial District Judge shall require. If you cannot afford to pay the Total Due as specified in ITEM 28 on the reverse side, or the \$50.00 collateral, you must appear before the proper Magisterial District Judge to enter a plea.
OR
 - c. **PLEAD GUILTY** by signing your name on Line (b) of the mail-in portion of this citation/summons and returning it to the Magisterial District Office shown in ITEM 4 together with an amount equal to the Total Due as specified in ITEM 28 on the reverse side, or by making payments online through Pennsylvania's Unified Judicial system web portal. Visit the portal at <http://ujportal.pacourts.us> to make a payment.
OR
 - d. **PLEAD GUILTY** by appearing before the proper Magisterial District Judge if the Total Due is not specified or if you are required to appear because the offense with which you are charged carries a mandatory sentence of imprisonment, for example, a violation of 75 Pa.C.S. §1543(b) (Driving while operating privilege is suspended or revoked).
OR
 - e. **REQUEST** inclusion in an Accelerated Rehabilitative Disposition Program (ARD) by appearing before the proper Magisterial District Judge.
3. All checks or money orders must be made payable to the "Magisterial District Number _____", identified in ITEM 1 on the reverse side, and sent to the address reported in ITEM 4.
4. Failure to respond within the time specified above may result in the issuance of a warrant for your arrest.
5. If you fail to appear for trial, the trial may be held in your absence.
6. If you are found guilty by the Magisterial District Judge, or you plead guilty, and you wish to appeal, you have THIRTY (30) days to file an appeal for a trial in the Court of Common Pleas.
7. If you are disabled and require assistance, please contact the Magisterial District Office identified in ITEM 4 on the reverse side.
8. Please note that a guilty plea to offenses relating to underage drinking, 18 Pa.C.S. §§ 6307, 6308, and 6310.3 will result in the suspension of your driver's license.

INSTRUCTIONS FOR RESPONSE BY MAIL

If you intend to respond by mail:

1. Detach and complete the lower portion of this citation/summons with your signature on the appropriate plea line (a. or b.).
2. If you PLEAD NOT GUILTY, your check or money order for collateral must be in the amount equal to the Total Due as specified in ITEM 28 on the reverse side. If the Total Due is not specified, your check or money order for collateral must be in the amount of \$50.00. You will be notified by mail of your trial date.
3. If you PLEAD GUILTY, enclose a check or money order in the amount reported as Total Due in ITEM 28 on the reverse side. Failure to remit the full amount will result in the issuance of a warrant for your arrest.
4. Your check or money order must be made payable to: "Magisterial District Number _____", identified in ITEM 1 on the reverse side and sent to the address reported in ITEM 4.

Explanation of Items 26 & 27

Costs J.C.P./A.T.J./ C.J.E./A/O.A.G.	May include program costs for crime and delinquency commission, domestic violence, crime victims compensation and courts. Judicial Computer Project/Access to Justice/Criminal Justice Enhancement Account/ Office of Attorney General's Operations Appropriations
--	--

MAIL IN PORTION

Place this portion of the citation/summons and your check or money order in an envelope and mail to the MAGISTERIAL DISTRICT OFFICE WHOSE ADDRESS IS REPORTED IN ITEM 4 on the reverse side.

Failure to indicate a plea when forwarding an amount equal to the Total Due as specified on the citation/summons will result in a guilty plea being recorded.

I understand my rights and obligations. Further, I represent that I make this plea knowingly, voluntarily, and intelligently.

- a. I plead **NOT GUILTY** and request a trial _____
Signature
- b. I plead **GUILTY** _____
Signature

PLEASE PLACE THE CITATION NUMBER ON YOUR CHECK OR MONEY ORDER.
DO NOT MAIL YOUR CHECK OR MONEY ORDER TO THE POLICE DEPARTMENT.

DO NOT SEND CASH!

Joanne Parise

From: Craig Alexander <CAlexander@dicelaw.com>
Sent: Thursday, June 6, 2019 1:05 PM
To: Jim Creenan
Cc: Adam Hlad; Frank Yeager (frank.yeager@lanalexclloyd.com)
Subject: Re: 501 Cavitt

I will follow up today to make sure it is issued.

Sent from my iPhone

On Jun 6, 2019, at 12:15 PM, Jim Creenan <jcreean@cbattorneys.com> wrote:

Craig-

Mr. Yeager went to the Borough this morning to get the permit and it was not there. He was informed that Craig McVicker still has it and they said they would be to let him know when he sends it to them. This is not what we were expecting and would appreciate if you could ensure a prompt delivery of the permit to us. Thank you,

Jim

From: Craig Alexander <CAlexander@dicelaw.com>
Sent: Wednesday, June 5, 2019 11:24 AM
To: Jim Creenan <jcreean@cbattorneys.com>
Cc: Adam Hlad <adamhlad@gmail.com>
Subject: RE: 501 Cavitt

Jim-

Order came in yesterday's mail. You probably got it as well.

Craig H. Alexander, Esquire
Bruce E. Dice & Associates P.C.
787 Pine Valley Drive, Suite E
Pittsburgh, PA 15239
Office: 724-733-3080
Mobile: 412-310-1599.

From: Jim Creenan <jcreean@cbattorneys.com>
Sent: Wednesday, June 05, 2019 10:43 AM
To: Craig Alexander <CAlexander@dicelaw.com>
Cc: Adam Hlad <adamhlad@gmail.com>
Subject: RE: 501 Cavitt

Also – can you have someone email a copy to me? Thanks, Jim

From: Craig Alexander <CAlexander@dicelaw.com>
Sent: Wednesday, June 5, 2019 10:37 AM



To: Jim Creenan <jcreean@cbattorneys.com>
Cc: Adam Hlad <adamhlad@gmail.com>
Subject: 501 Cavitt

Jim-

I received an email from Trafford's Code Enforcer this am regarding 501 Cavitt. He indicated that no one has come in to request the demo permit we discussed at the recent status conference. I know we are waiting on an order, but Trafford is prepared to issue the permit forthwith based on our agreement on the record.

Please advise.

Thanks.

Craig H. Alexander, Esquire
Bruce E. Dice & Associates P.C.
787 Pine Valley Drive, Suite E
Pittsburgh, PA 15239
Office: 724-733-3080
Mobile: 412-310-1599.

Joanne Parise

From: Craig Alexander <CAlexander@dicelaw.com>
Sent: Thursday, June 6, 2019 3:58 PM
To: Jim Creenan
Cc: Adam Hlad; Frank Yeager (frank.yeager@lanalexclloyd.com)
Subject: RE: 501 Cavitt
Attachments: SKM_C22719060615370.pdf

Permit was just received from Craig M. Adam can still coordinate with Mr. Yeager if necessary to get him a hard copy.

Craig H. Alexander, Esquire
Bruce E. Dice & Associates P.C.
787 Pine Valley Drive, Suite E
Pittsburgh, PA 15239
Office: 724-733-3080
Mobile: 412-310-1599.

From: Craig Alexander
Sent: Thursday, June 06, 2019 3:25 PM
To: Jim Creenan <jcreean@cbattorneys.com>
Cc: Adam Hlad <adamhlad@gmail.com>; Frank Yeager (frank.yeager@lanalexclloyd.com) <frank.yeager@lanalexclloyd.com>
Subject: RE: 501 Cavitt

Jim-

I directed Adam to issue the permit given the court order to do so. Adam will be following up with Mr. Yeager to coordinate an exchange.

Craig H. Alexander, Esquire
Bruce E. Dice & Associates P.C.
787 Pine Valley Drive, Suite E
Pittsburgh, PA 15239
Office: 724-733-3080
Mobile: 412-310-1599.

From: Jim Creenan <jcreean@cbattorneys.com>
Sent: Thursday, June 06, 2019 12:15 PM
To: Craig Alexander <CAlexander@dicelaw.com>
Cc: Adam Hlad <adamhlad@gmail.com>; Frank Yeager (frank.yeager@lanalexclloyd.com) <frank.yeager@lanalexclloyd.com>
Subject: RE: 501 Cavitt

Craig-

Mr. Yeager went to the Borough this morning to get the permit and it was not there. He was informed that Craig McVicker still has it and they said they would be to let him know when he sends it to them. This is not what we were expecting and would appreciate if you could ensure a prompt delivery of the permit to us. Thank you,

Jim

From: Craig Alexander <CAlexander@dicelaw.com>
Sent: Wednesday, June 5, 2019 11:24 AM
To: Jim Creenan <jcreeanan@cbattorneys.com>
Cc: Adam Hlad <adamhlad@gmail.com>
Subject: RE: 501 Cavitt

Jim-

Order came in yesterday's mail. You probably got it as well.

Craig H. Alexander, Esquire
Bruce E. Dice & Associates P.C.
787 Pine Valley Drive, Suite E
Pittsburgh, PA 15239
Office: 724-733-3080
Mobile: 412-310-1599.

From: Jim Creenan <jcreeanan@cbattorneys.com>
Sent: Wednesday, June 05, 2019 10:43 AM
To: Craig Alexander <CAlexander@dicelaw.com>
Cc: Adam Hlad <adamhlad@gmail.com>
Subject: RE: 501 Cavitt

Also – can you have someone email a copy to me? Thanks, Jim

From: Craig Alexander <CAlexander@dicelaw.com>
Sent: Wednesday, June 5, 2019 10:37 AM
To: Jim Creenan <jcreeanan@cbattorneys.com>
Cc: Adam Hlad <adamhlad@gmail.com>
Subject: 501 Cavitt

Jim-

I received an email from Trafford's Code Enforcer this am regarding 501 Cavitt. He indicated that no one has come in to request the demo permit we discussed at the recent status conference. I know we are waiting on an order, but Trafford is prepared to issue the permit forthwith based on our agreement on the record.

Please advise.

Thanks.

Craig H. Alexander, Esquire
Bruce E. Dice & Associates P.C.
787 Pine Valley Drive, Suite E
Pittsburgh, PA 15239
Office: 724-733-3080
Mobile: 412-310-1599.



CODE ENFORCEMENT AGENCY

1633 Route 51, Suite 100, Jefferson Hills, PA 15025

1-866-410-4952

www.cea-code.com

Internal Invoicing Sheet

Permit Fee: \$ 150.00

Municipality: Trafford Borough

Date of Permit: June 6, 2019

Name on Permit: Lanalex Cloyd

CEA Permit # D-2019-184508

Address: 501 Cavitt

Tax Map 36-03-03-0-490

Description: Commercial – Demolition of Parapet

** Price does NOT reflect additional charges of the Municipality to the Customer.

Breakdown of Permit Fees: ✓ 150

Plan Review: _____ Electric: _____

EDM (Application Pages) #: _____ @ \$.50 _____

EDM Documents #: _____ @ \$2/pg _____ Total EDM: \$ _____

Signed by: [Signature] Date: _____ TOTAL DUE TO CEA \$ 150.00





CODE ENFORCEMENT AGENCY
1633 Route 51, Suite 100, Jefferson Hills, PA 15025
1-866-410-4952 www.cea-code.com

COMMERCIAL

CERTIFIED PLANS MUST BE ONSITE AT ALL TIMES. FAILURE TO
PRODUCE WILL RESULT IN AN OFFICIAL STOP WORK ORDER BY THE UCC.

June 6, 2019

Lanalex Cloyd, Inc.
501 Cavitt
Trafford, PA 15085

On behalf of Trafford Borough, Code Enforcement Agency is pleased to issue the following permit for a:

Demolition of Parapet Only
Commercial Demolition Permit – **D-2019-184508**

The UCC Required Inspections shall be:

a) Final for UCC Compliance

Please NOTE: All inspections must be signed off by an approved CEA Inspector prior to the Building Code Official's final review. Failure to complete listed inspections is the permit holder's responsibility. No advance or forward inspections shall take place.

Your Commercial Building Inspections will be done by CEA. Please contact us at 412-405-8231 to schedule your building inspections.

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig I. McVicker'.

Craig I. McVicker
Code Enforcement Agency



Demolition Permit

PA UCC Commercial

**Placard must be displayed in
a highly visible area at all
times of the construction**

PERMIT # D-2019-184508

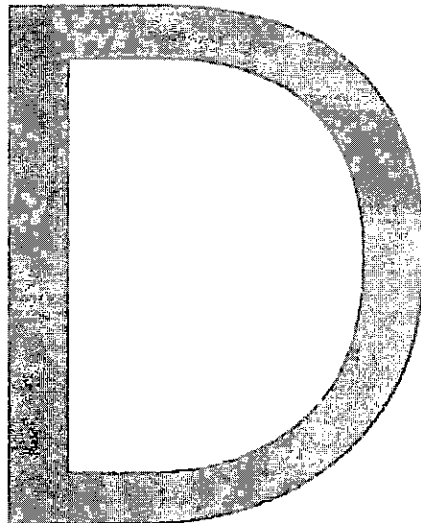
Name of Permit: LANALEX CLOYD, INC.

Date Issued: 6/6/2019

Address of Permit: 501 Cavitt Ave, Trafford, PA 15085

Tax Map Number: 36-03-03-0-490

Construction Type: DEMOLITION OF PARAPET ONLY



A handwritten signature in black ink, appearing to read "C. BCO", written over a horizontal line.

Signature of BCO

IN THE COURT OF COMMON PLEAS OF
WESTMORELAND COUNTY, PENNSYLVANIA

LANALEX CLOYD, INC.,

Plaintiff,

vs.

TRAFFORD BOROUGH,

Defendant.

CIVIL DIVISION – LAW

No. 807 of 2018

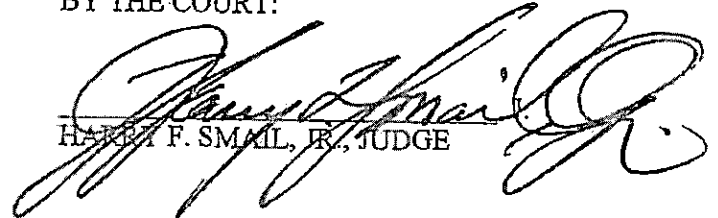
ORDER OF COURT

AND NOW, this 31st day of May, 2018, upon the holding of a status conference in the above-captioned matter, and by consent of the parties, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. Defendant Trafford Borough shall immediately issue the requested demolition permit to Plaintiff Lanalex Cloyd, Inc.;
2. Plaintiff Lanalex Cloyd, Inc. shall begin work, in accordance with the permit, with the involvement of on-site contractors, within thirty (30) days of the issuance of the demolition permit;
3. Plaintiff Lanalex Cloyd, Inc. shall strictly comply with this time requirement or face possible sanctions;
4. Defendant Trafford Borough shall issue a building permit to Plaintiff Lanalex Cloyd, Inc. thereafter, provided that the Plaintiff's application is in compliance with all Building Code regulations and requirements;

5. Defendant Trafford Borough shall withdraw without prejudice any and all pending charges against Plaintiff Lanalex Cloyd, Inc. which have been filed with Magisterial District Justice Helen M. Kistler;
6. Plaintiff Lanalex Cloyd, Inc. shall take immediate measures to secure the entrance and building where persons may enter until demolition work begins in accordance with this Order;
7. The pending Hearing on Permanent Injunction in this matter is CONTINUED GENERALLY;
8. Any party may petition for reinstatement of the above hearing or a status conference should the same become necessary;
9. FURTHER, in accord with Pa.R.C.P. 236(a)(2)(b), the Prothonotary is DIRECTED to note in the docket that the individuals listed below have been given notice of this Order.

BY THE COURT:


HARRY F. SMAIL, JR., JUDGE

ATTEST:

Cc: James W. Creenan, Esq., Counsel for Plaintiff
Craig Alexander, Esq., Counsel for Defendant

BRUCE E. DICE & ASSOCIATES, PC.

ATTORNEYS AT LAW

TEL: 724-733-3080

787 PINE VALLEY DRIVE, SUITE E
PITTSBURGH, PENNSYLVANIA 15239-2842

FAX: 724-327-9659

June 7, 2019

VIA EMAIL TO: jcreenan@cbattorneys.com

James W. Creenan, Esquire
Creenan & Baczkowski, PC
3007 Old William Penn Highway
Murrysville, PA 15068

RE: LANALEX CLOYD v. TRAFFORD BOROUGH
Docket 807 of 2018
Issuance of Demolition Permit

Dear Jim:

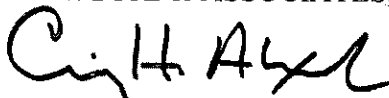
As you are aware, I serve as Solicitor for the Borough of Trafford. In that capacity, I am writing to confirm our discussion that the demolition permit issued in accordance with Judge Smail's May 31, 2019 order of court and our consent on the record regarding same authorizes those items set forth in Mr. Yeager's Demolition Permit Application dated 10/17/2018 and not just the parapet wall as identified on the permit.

Specifically, the permit includes: Removal of parapet wall, chimneys, and collapsed portion of building interior. Replacement of roof membrane, damaged roof elements, and Fifth Street sidewalk. Bracing of exterior wall in collapse portion of the building.

It is my understanding that Mr. McVicker limited the scope of the permit erroneously based upon his interpretation of what was relayed to him from the recent status conference. If you are comfortable with the contents of this correspondence, no further amendment of the demolition permit is necessary.

As always, if there are any questions or comments, please do not hesitate to contact me at your convenience.

Very truly yours,
BRUCE E. DICE & ASSOCIATES, P.C.



Craig H. Alexander, Esquire
Solicitor, Borough of Trafford

CHA/alo

Cc: Trafford Borough



Joanne Parise

From: Craig Alexander <CAlexander@dicelaw.com>
Sent: Monday, September 9, 2019 12:33 PM
To: Jim Creenan
Subject: Re: 501 cavitt

Thanks Jim. I will relay.

Sent from my iPhone

> On Sep 9, 2019, at 10:04 AM, Jim Creenan <jcreean@cbattorneys.com> wrote:

>
> Craig -
>
> I understand that the demolition is proceeding along pursuant to the permit and that the borough personnel are in fact aware that work continues. The chimney(s) are part of the demo plan and will be removed. There is no danger of them falling to the street side.
>
> Jim
>
> -----Original Message-----
> From: Craig Alexander <CAlexander@dicelaw.com>
> Sent: Friday, September 6, 2019 3:23 PM
> To: Jim Creenan <jcreean@cbattorneys.com>
> Subject: 501 cavitt
>
> Jim...coincidentally I just received this picture with a note that the middle chimney is about to collapse. Can you get back to me as quickly as possible? Thanks.
>



Joanne Parise

From: Craig Alexander <CAlexander@dicelaw.com>
Sent: Monday, September 16, 2019 4:58 PM
To: Jim Creenan
Subject: Motion for Expedited Status Conference.pdf
Attachments: Motion for Expedited Status Conference.pdf

Jim-

Please see attached motion for expedited status conference that I plan to present on Friday to Judge Smail.

Please advise whether you intend to contest or whether I can drop off for signature as uncontested. I will be in Greensburg tomorrow morning.

Thanks.

Craig.



IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA

LANALEX CLOYD,

Plaintiffs

vs.

TRAFFORD BOROUGH

Defendant

CIVIL DIVISION-EQUITY

NO. 807 of 2018

**MOTION FOR EXPEDITED
STATUS CONFERENCE**

FILED ON BEHALF OF:

Trafford Borough, Defendant

COUNSEL OF RECORD FOR THIS PARTY:

Craig H. Alexander, Esquire
Pa. I.D. # 62938

BRUCE E. DICE & ASSOCIATES, P.C.
787 Pine Valley Drive, Ste E
Pittsburgh, PA 15239
Tel. No. (724) 733-3080
Fax No. (724) 327-9659
Email.calexander@dicelaw.com

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA -- CIVIL DIVISION-EQUITY

LANALEX CLOYD,
Plaintiffs
vs.
TRAFFORD BOROUGH
Defendant

)
)
) 807 of 2018
)
)
)
)
)

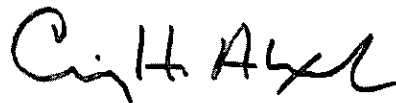
TO: James W. Creenan, Esquire
Creenan & Baczkowski, PC
3007 Old William Penn Highway
Murrysville, PA 15068
jcreenan@cbattorneys.com

NOTICE OF PRESENTATION

Please take notice that the within Motion will be presented to the Hon. Harry F. Smail, Jr. on the 20th day of September, 2019 at 8:30 o'clock a.m or as soon thereafter as suits the convenience of the Court.

September 16, 2019

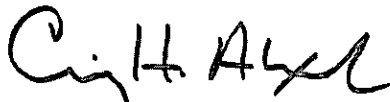
Date



Craig H. Alexander, Esquire

CERTIFICATE OF SERVICE

I, certify that a true and correct copy of the within Motion was sent via email the above named person at jcreenan@cbattorneys.com on the 4th day of March, 2019.



Craig H. Alexander, Esquire

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA -- CIVIL DIVISION-EQUITY

LANALEX CLOYD,)	
)	
Plaintiffs)	807 of 2018
)	
vs.)	
)	
TRAFFORD BOROUGH)	
)	
Defendant)	

MOTION FOR EXPEDITED STATUS CONFERENCE

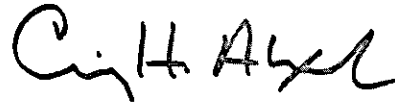
AND NOW COMES the DEFENDANT, Trafford Borough, by and through its Solicitor, Craig H. Alexander, Esquire and Bruce E. Dice and Associates, P.C. and hereby files the following Motion for to Resume Hearing averring in support thereof as follows:

1. On or around May 21, 2019, this Honorable Court held a status conference with regard to the ongoing dispute between the parties.
2. As a result of the status conference and agreements of the parties, the Court entered and order of court dated May 31, 2019, a copy of which attached hereto and incorporated herein by reference.
3. The order directs, among other things, that Plaintiff, Lanalex Cloyd, Inc. shall begin work, in accordance with the permit, with the involvement of on-site contractors, within thirty days of the issuance of the demotion permit.
4. While Plaintiff complied with the literal terms of this provision, Defendant believes and therefore avers, that it was implicit within the order that Plaintiff would timely complete the project without long lapses of time in between.

5. Trafford officials have relayed that they have seen no work being performed in accordance with the demolition period for quite some time.
6. The structure continues to deteriorate and recently, officials became worried that the middle chimney was going to collapse.
7. Counsel for Trafford contacted Counsel for Plaintiff to relay this information and request a status update.
8. Coincidentally, the Trafford Code Officer sent a picture of the structure with the Chimney to Counsel for Plaintiff. (See attached)
9. Counsel forwarded this picture to Counsel for Plaintiff with a further request to investigate.
10. Counsel for Plaintiff promptly responded with the attached email stating that he understands “that the demolition is proceeding along pursuant to the permit and that the borough personnel are in fact aware that work continues. The chimney(s) are part of the demo plan and will be removed. There is no danger of them falling to the street side.”
11. Over the weekend, the middle chimney did collapse, though fortunately not onto the street side. (See attached).
12. Regardless, the demolition & rehabilitation work has dragged on with no foreseeable conclusion and the residents of Trafford are at risk of further collapse of the structure.\
13. Trafford believes that it was the intention of the Court, and in fact of the parties, that this work be completed promptly.
14. Paragraph 8 of the May 31, 2019 order permits either party to petition for another status conference should same become necessary.
15. In accordance thereto, Trafford is requesting an expedited status conference to further discuss the matter and come up with firm timelines for the completion of this work.

WHEREFORE, DEFENDANT, TRAFFORD BOROUGH, requests relief consistent herewith.

RESPECTFULLY SUBMITTED

A handwritten signature in black ink, appearing to read "Craig H. Alexander", written over a horizontal line.

Craig H. Alexander, Esquire

IN THE COURT OF COMMON PLEAS OF
WESTMORELAND COUNTY, PENNSYLVANIA

LANALEX CLOYD, INC.,

Plaintiff,

vs.

TRAFFORD BOROUGH,

Defendant.

CIVIL DIVISION – LAW

No. 807 of 2018

ORDER OF COURT

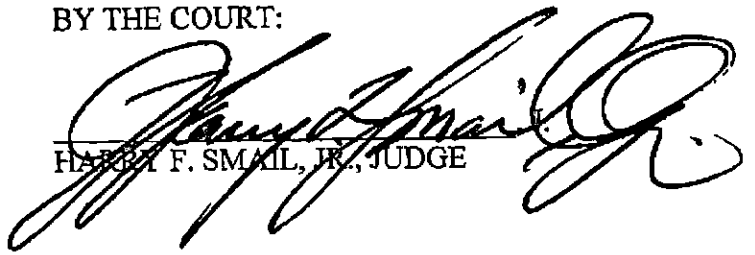
AND NOW, this 31st day of May, 2018, upon the holding of a status conference in the above-captioned matter, and by consent of the parties, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. Defendant Trafford Borough shall immediately issue the requested demolition permit to Plaintiff Lanalex Cloyd, Inc.;
2. Plaintiff Lanalex Cloyd, Inc. shall begin work, in accordance with the permit, with the involvement of on-site contractors, within thirty (30) days of the issuance of the demolition permit;
3. Plaintiff Lanalex Cloyd, Inc. shall strictly comply with this time requirement or face possible sanctions;
4. Defendant Trafford Borough shall issue a building permit to Plaintiff Lanalex Cloyd, Inc. thereafter, provided that the Plaintiff's application is in compliance with all Building Code regulations and requirements;

FILED IN
PROTHONOTARY'S OFFICE
WESTMORELAND COUNTY
2019 MAY 31 PM 2:10
CHRISTINA O'BRIEN
PROTHONOTARY J.S.

5. Defendant Trafford Borough shall withdraw without prejudice any and all pending charges against Plaintiff Lanalex Cloyd, Inc. which have been filed with Magisterial District Justice Helen M. Kistler;
6. Plaintiff Lanalex Cloyd, Inc. shall take immediate measures to secure the entrance and building where persons may enter until demolition work begins in accordance with this Order;
7. The pending Hearing on Permanent Injunction in this matter is CONTINUED GENERALLY;
8. Any party may petition for reinstatement of the above hearing or a status conference should the same become necessary;
9. FURTHER, in accord with Pa.R.C.P. 236(a)(2)(b), the Prothonotary is DIRECTED to note in the docket that the individuals listed below have been given notice of this Order.

BY THE COURT:


HARRY F. SMALL, JR., JUDGE

ATTEST:



Cc: James W. Greenan, Esq., Counsel for Plaintiff
Craig Alexander, Esq., Counsel for Defendant
PROTHONOTARY



Craig Alexander

From: Jim Creenan <jcreean@cbattorneys.com>
Sent: Monday, September 09, 2019 10:05 AM
To: Craig Alexander
Subject: RE: 501 cavitt

Craig -

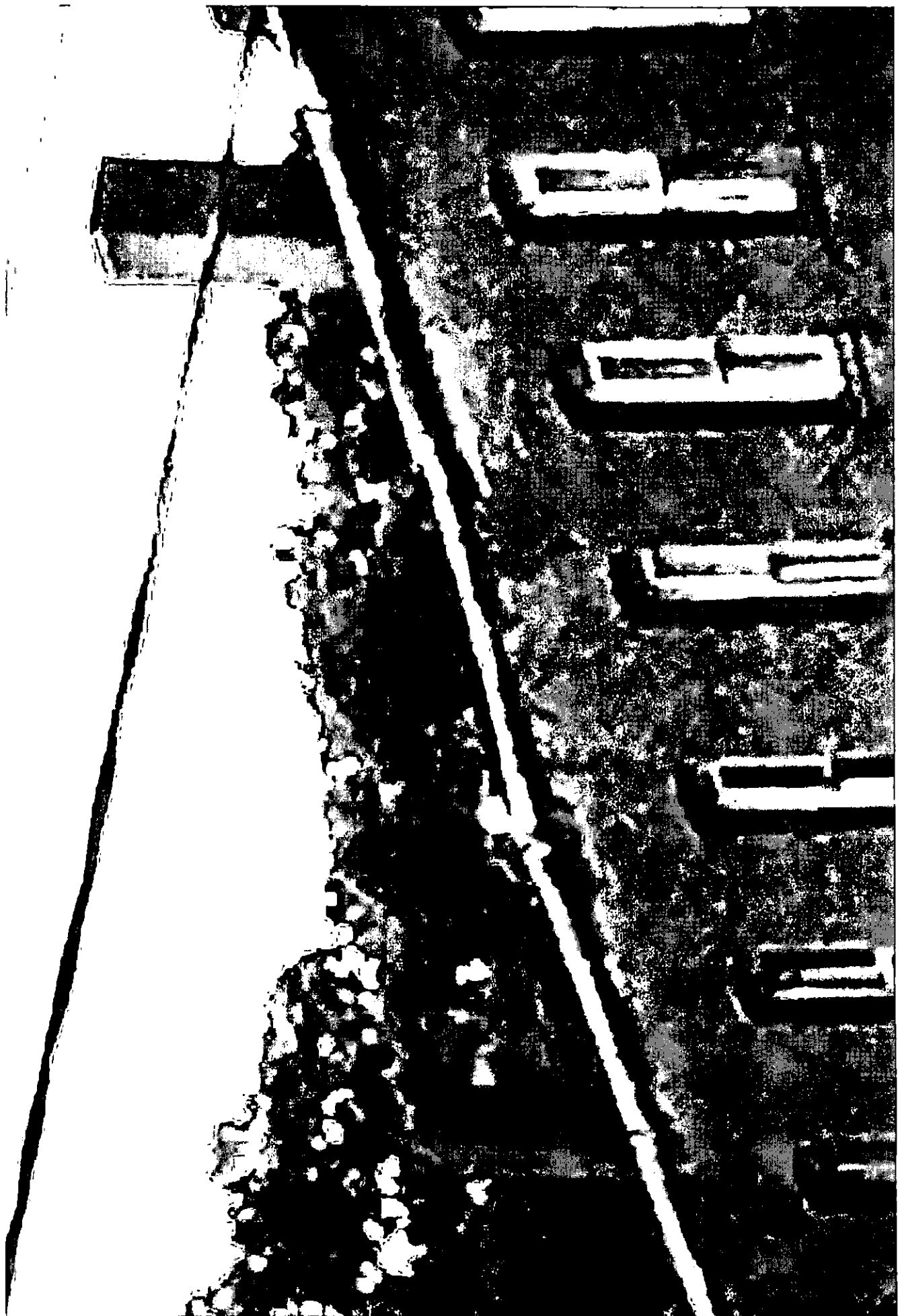
I understand that the demolition is proceeding along pursuant to the permit and that the borough personnel are in fact aware that work continues. The chimney(s) are part of the demo plan and will be removed. There is no danger of them falling to the street side.

Jim

-----Original Message-----

From: Craig Alexander <CAlexander@dicelaw.com>
Sent: Friday, September 6, 2019 3:23 PM
To: Jim Creenan <jcreean@cbattorneys.com>
Subject: 501 cavitt

Jim...coincidentally I just received this picture with a note that the middle chimney is about to collapse. Can you get back to me as quickly as possible? Thanks.



IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA -- CIVIL DIVISION-EQUITY

LANALEX CLOYD,)	
)	
Plaintiffs)	807 of 2018
)	
vs.)	
)	
TRAFFORD BOROUGH)	
)	
Defendant)	

ORDER OF COURT

AND NOW TO WIT, this _____ day of September, upon consideration of the foregoing
MOTION, an expedited Status Conference is hereby scheduled before the undersigned for the
_____ day of _____, 2019 at _____ o'clock a.m./p.m.

BY THE COURT:

_____.J.

Joanne Parise

From: Jim Creenan
Sent: Tuesday, September 17, 2019 8:12 AM
To: Craig Alexander
Cc: Jake Oresick; Joanne Parise; Debbie Swank
Subject: Re: Motion for Expedited Status Conference.pdf

Craig,

Please provide to me all supporting documentation as well as a verification to the motion containing the averments of fact.

You are very well aware that there is no time limit in the order and that the work complies with the Order and the Permit.

After you provide this, I can discuss with my client any legitimate concerns should they exist.

Jim

Get [Outlook for Android](#)

From: Craig Alexander <CAlexander@dicelaw.com>
Sent: Tuesday, September 17, 2019 7:49:56 AM
To: Jim Creenan <jcreean@cbattorneys.com>
Cc: Jake Oresick <joresick@cbattorneys.com>; Joanne Parise <jparise@cbattorneys.com>; Debbie Swank <dswank@cbattorneys.com>
Subject: Re: Motion for Expedited Status Conference.pdf

Needed to get it out to make the notice requirement because you complained to the judge about that before. We can always talk. Cooperation is what I'm looking for. That's why I reached out to you regarding the collapsing chimney. I'm available all day today. Give me a call at your convenience. Help me with a better approach.

Sent from my iPhone

On Sep 17, 2019, at 7:37 AM, Jim Creenan <jcreean@cbattorneys.com> wrote:

Craig,

I am not sure why you neglected to give me a call before running this off. We will oppose. In the future, I'd request your cooperation on any pending issues. This certainly is not the best approach.

Jim

Get [Outlook for Android](#)

From: Craig Alexander <CAlexander@dicelaw.com>
Sent: Monday, September 16, 2019 4:58:26 PM



To: Jim Creenan <jcreean@cbattorneys.com>

Subject: Motion for Expedited Status Conference.pdf

Jim-

Please see attached motion for expedited status conference that I plan to present on Friday to Judge Smail.

Please advise whether you intend to contest or whether I can drop off for signature as uncontested. I will be in Greensburg tomorrow morning.

Thanks.

Craig.

<Motion for Expedited Status Conference.pdf>

Murrysville Office

Town Square Professional Building
Suite 304
3907 Old William Penn Highway
Murrysville, PA 15668
(724) 733-8832

Creenan & Baczkowski, PC
ATTORNEYS

www.cbattorneys.com

McKeesport Office

City Hall Building
Suite 305
502 Fifth Avenue
McKeesport, PA 15132
(412) 675-0940

JAMES W. CREENAN
MOLLY M. CREENAN
JAKE S. ORESICK
FRANK W. JONES (OF COUNSEL)
CHARLES R. CONWAY (OF COUNSEL)

WALTER F. BACZKOWSKI (1943-2017)
ELIZABETH BAILEY (1920-2016)

Writer's Email:

jcreenan@cbattorneys.com

October 10, 2019

Honorable Harry F. Smail, Jr.
Courtroom No. 2
Westmoreland County Courthouse
2 N. Main Street
Greensburg, PA 15601

Re: 501 Cavitt Avenue
Our File No. 16885

Dear Judge Smail:

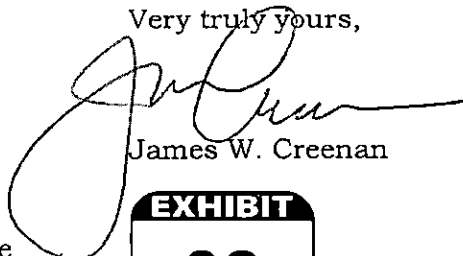
In furtherance of the Status Conference on October 8, 2019 and the Order of Court of the same day, please be advised as follows:

1. The parties and their counsel met at my office on October 8, 2019 at 2 p.m.;
2. Plaintiff arranged for a structural engineer, Bob Mason, PE, of Reliable Structural Engineers LLC, assessed the building on October 9, 2019 at approximately 8 a.m. ** The author of our November 2017 report Mr. Romesburg could not commit to travel to the building from his Waynesburg office and complete a report within the timeframe established in the Order due to pre-existing commitments; and,
3. Mr. Mason has supplied to me the attached report.

Plaintiff had been advised that the estimated costs for Mr. Mason's suggestions are substantially greater than prior estimates, so Plaintiff is making arrangements to secure an appropriate demolition contractor and then submit the permit application. The Borough had agreed to issue a demolition permit as soon as it receives the application.

Thank you for your attention to this matter.

Very truly yours,



James W. Creenan

JWC/

Enclosures

cc: Craig Alexander, Esquire
Frank Yeager



Jim Creenan

From: Bob Mason <bobthestructuralengineer@gmail.com>
Sent: Thursday, October 10, 2019 8:54 AM
To: frank.yeager@ianalexcloyd.com; Jim Creenan
Subject: 501-503 Cavitt Avenue Structural Report
Attachments: 501-503 Cavitt Ave Structural Report.pdf; 501-503 Cavitt Ave Photo Log.pdf; 501-503 Cavitt Ave Invoice.pdf

Frank/Jim,

Attached are the structural report and photo log. Please let me know you received the the report.

Please also let me know if you have any questions.

The invoice is also attached to this email. Your prompt payment of the invoice is greatly appreciated!

Thank you for the opportunity to be of service. Please let me know if I can be of any additional help.

Respectfully submitted,
Bob Mason, PE
Reliable Structural Engineers LLC
412-770-7590
BobTheStructuralEngineer@gmail.com
www.reliablestructuralengineers.com

RELIABLE STRUCTURAL ENGINEERS LLC

Bringing You Peace of Mind For Your Structural Engineering Needs!

17 Oak Street, Pittsburgh, PA 15202 412-770-7590 BobTheStructuralEngineer@gmail.com

October 10, 2019
P-19-291

Attn: Frank Yeager
Lanalex Cloyd Inc.
5204 Faulk Drive
Export, PA 15632

Subject: Structural Report
50503 Cavitt Avenue
Trafford, PA 15085

Pursuant to your request, I performed a structural assessment and visual observation of the above referenced building on October 9, 2019. The purpose of this assessment was to evaluate the building's structural integrity.

This report presents my findings regarding our discussion and on-site visual observations. The liability of this report is limited to the total amount of fees collected. It is in no way meant to be viewed as a comprehensive study of the building structure, or that the existing structural plans were reviewed for capacity and/or code compliance.

It should be noted that the brick parapet wall at the roof level around the perimeter of the building poses a potential life safety hazard to any passersby on the ground level.

BACKGROUND

The subject building is located at the intersection of Cavitt Avenue and 5th Street in the 15085 zip code area of the Borough of Trafford, Westmoreland County, Pennsylvania. The original date of construction was not available on the Westmoreland County Property Records website. The property has been ordered by a judge for evaluation by a structural engineer.

Reliable Structural Engineers LLC
October 10, 2019

501-503 Cavitt Avenue
Trafford, PA 15085

OBSERVATIONS

Conditions of the building structure were noted during my inspection on October 9, 2019. The on-site inspection was performed by Robert G. Mason, Jr., P.E., Structural Engineer. For orientation purposes, the building front wall faces Cavitt Avenue to the north. All other directional references are with respect to facing the object being described.

The three-story building features multi-wythe brick masonry walls supporting wood floor joist construction and unreinforced sandstone foundation walls in the basement. The dimensional wood joists run from right to left, and are supported by a central masonry bearing wall running from front to rear, and the basement exterior foundation wall. The front yard grade is approximately level with the first floor level, and then slopes downward to the rear yard. There is a basement vault space under the sidewalk along the right elevation of the building along 5th Street.

Photos 1 thru 4 illustrate the four elevations of the building. Photo 5 shows the unbraced section of the right elevation exterior brick masonry wall at the roof level. Photo 6 depicts the collapsed roof framing viewed through one of the building windows. Photo 7 illustrates a collapsed section of the roof parapet along the left elevation at the front left corner of the building. Photo 8 shows the depressed section of sidewalk. This indicates that elevated slab over the basement vault space has failed.

The building roof framing on both sides of the building have collapsed into the third floor. On the right side, the third floor framing has also collapsed in the middle of the floor area. It was reported that the roof has been partially open to the weather elements for multiple years.

DISCUSSION AND CONCLUSIONS

The building has been subjected to weather for several years, which caused the failing roof parapet walls, roof and third floor framing, and sidewalk vault slab areas. **The failing roof parapet walls pose a falling debris hazard, which is a life safety concern to any pedestrians at the ground level.**

Reliable Structural Engineers LLC
October 10, 2019

501-503 Cavitt Avenue
Trafford, PA 15085

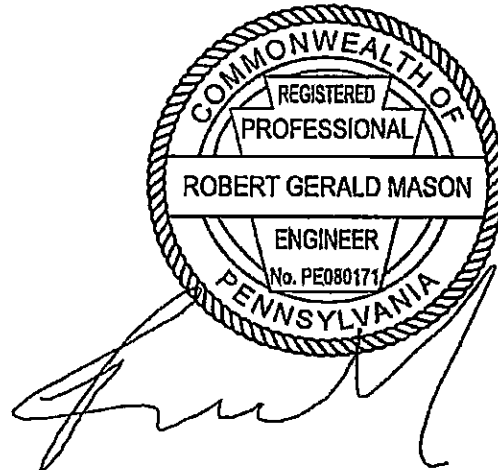
In order to repair the building, the exterior walls would need to be braced externally. This would involve the installation of a framework of steel H-piles anchored by 3-ft wide by 3-ft tall by 15-ft long concrete deadmen at 15 to 20 feet on center around the building. The framework would be installed adjacent to the building walls and the exterior walls would be connected to the new framework.

The alternative to the above-referenced repairs would be to demolish the building structure in its entirety.

Should you have any questions regarding my findings or conclusions, please do not hesitate to contact me.

Respectfully submitted,

Robert G. Mason, Jr., P.E.
Principal Engineer



Enclosure: Photo Log

Reliable Structural Engineers LLC
October 10, 2019

501-503 Cavitt Avenue, Trafford, PA
Photo Log



Photo 1 – Front elevation of building.



Photo 2 – Right elevation of building.

Reliable Structural Engineers LLC
October 10, 2019

501-503 Cavitt Avenue, Trafford, PA
Photo Log



Photo 3 – Left elevation of building.



Photo 4 – Rear elevation of building.

Reliable Structural Engineers LLC
October 10, 2019

501-503 Cavitt Avenue, Trafford, PA
Photo Log



Photo 5 – Unbraced right elevation exterior brick masonry wall at roof level.

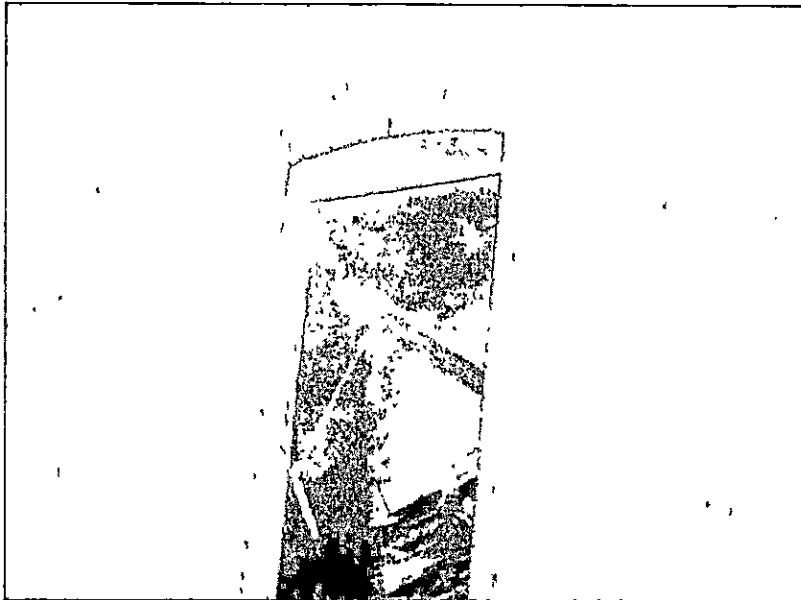


Photo 6 – Collapsed section of roof framing.

Reliable Structural Engineers LLC
October 10, 2019

501-503 Cavitt Avenue, Trafford, PA
Photo Log



Photo 7 – Parapet wall collapsed into building along left elevation at front left building corner.



Photo 8 – Sunken sidewalk indicates failed elevated slab over basement vault space under sidewalk.

BRUCE E. DICE & ASSOCIATES, PC.

ATTORNEYS AT LAW

787 PINE VALLEY DRIVE, SUITE E
PITTSBURGH, PENNSYLVANIA 15239-2842

TEL: 724-733-3080

FAX: 724-327-9659

October 10, 2019

Hon. Harry F. Smail, Jr.
Westmoreland County Courthouse, Court Room 2
2 North Main Street
Greensburg, PA 15601

RE: Lanalex Cloyd, Inc. v. Trafford 807 of 2018

Dear Judge Smail:

I have received Mr. Creenan's correspondence along with the report of Plaintiff's Structural Engineer. Trafford also sought a report of a structural engineer as well and that report is enclosed.

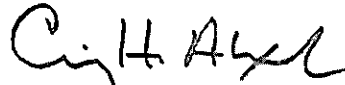
It is my understanding that Your Honor indicated if any issue needed to be addressed you would be available for same up until Friday.

Based upon Mr. Creenan's representation that Plaintiff is in the process of securing a demolition company to demolish the structure, as well as the conclusions in the two reports, I am requesting that the enclosed Motion for Emergency Relief to set time frames for the prompt demolition be entertained by the Court.

If a telephone conference is required, I can be reached on my mobile phone at 412.310.1599.

I thank you in advance for your time and attention to this matter.

Very truly yours,
BRUCE E. DICE & ASSOCIATES, P.C.

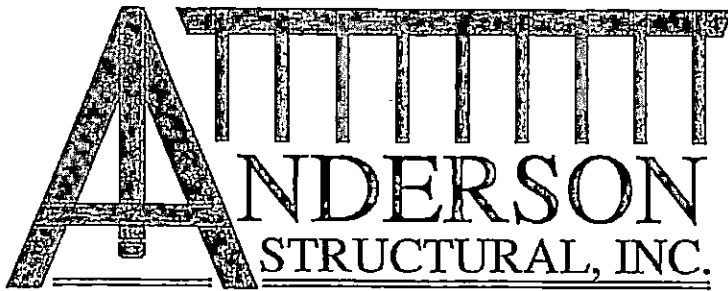


Craig H. Alexander, Esquire
Solicitor, Trafford Borough

CHA/arp

Cc: James Creenan, Esquire (with enclosures).





P.O. BOX 237 MURRYSVILLE, PA 15668
(O) (724)325-3513 (C) (724)433-5504
EMAIL: JOSH@ANDERSONSTRUCTURALINC.COM
WWW.ANDERSONSTRUCTURALINC.COM

TRAFFORD BOROUGH
414 BRINTON AVE
TRAFFORD, PA 15085

ASI #01-1951
October 10th, 2019

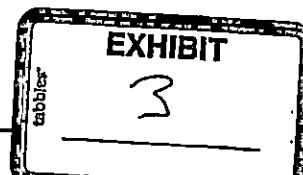
Re: Structural Observation
501 Cavitt Avenue
Trafford, Pennsylvania 15085

Dear Mr. Hlad,

Based on your request, Joshua C. Anderson, P.E. of Anderson Structural Inc. (ASI) has reviewed the provided photographs of the above referenced address. The existing structure is a three-story above grade and one partially below grade building. The structure consists of exterior masonry walls and steel and wood framed interior floors and roof. Based upon the photographs, widespread collapse of the roof and floor systems has occurred throughout the existing structure. The failures appear to extend down to the lower levels as can be observed from the provided overhead photographs. Similar conditions were observed and noted in a report dated November 16th, 2017 by MR Structures. No repairs or reinforcing appear to have been completed since that time. Deterioration and further collapse have occurred and will continue. The longer that the structure is exposed to the elements, the rate of decay will continue to increase until complete failure.

Based upon the observations of the provided information, the existing structure is inadequate and extremely unsafe. The existing masonry walls are now multiple stories high with no lateral bracing from the floor diaphragms. This condition creates a significant risk of wall collapse. With the exterior walls in such close proximity to the Cavitt Avenue and Route 130 in addition to public walkways, the safety of people in these areas are now at risk. The repairs required to attain structural adequacy are significant and therefore it is recommended that the building be demolished as soon as possible.

Based on the observations, it is our professional opinion that the existing structure is no longer adequate or safe for occupation and now poses a risk to the surrounding structures and public. The building is at risk for collapse and no interior access should be allowed. It is our recommendation that the building be demolished as soon as possible to eliminate the possibility of collapse and possible injury to people and surrounding structures.

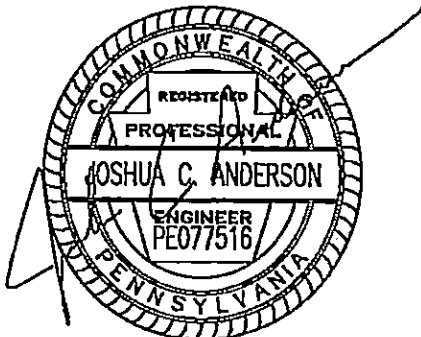


501 Cavitt Avenue

October 10th, 2019

It was a pleasure providing our structural services. If you have any questions regarding this report please contact ASI for assistance. ASI reserves the right to modify its finding based on information uncovered after the visit to the site or as more information becomes available.

Sincerely,



Joshua C. Anderson, P.E.
President / Owner

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA

LANALEX CLOYD,

Plaintiffs

vs.

TRAFFORD BOROUGH

Defendant

CIVIL DIVISION-EQUITY

NO. 807 of 2018

**EMERGENCY MOTION FOR
SPECIAL RELIEF**

FILED ON BEHALF OF:

Trafford Borough, Defendant

COUNSEL OF RECORD FOR THIS PARTY:

Craig H. Alexander, Esquire
Pa. I.D. # 62938

BRUCE E. DICE & ASSOCIATES, P.C.
787 Pine Valley Drive, Ste E
Pittsburgh, PA 15239
Tel. No. (724) 733-3080
Fax No. (724) 327-9659
Email.calexander@dicelaw.com

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA -- CIVIL DIVISION-EQUITY

LANALEX CLOYD,)	
)	
Plaintiffs)	807 of 2018
)	
vs.)	
)	
TRAFFORD BOROUGH)	
)	
Defendant)	

EMERGENCY MOTION FOR SPECIAL RELIEF

AND NOW COMES the DEFENDANT, Trafford Borough, by and through its Solicitor, Craig H. Alexander, Esquire and Bruce E. Dice and Associates, P.C. and hereby files the following Motion for to Resume Hearing averring in support thereof as follows:

1. On or around October 8, 2019, this Honorable Court held a second status conference with regard to the ongoing issues between the parties.
2. During the status conference, Trafford provided the Court with current pictures of the rapidly dilapidating state of the structure at issue located at 501 Cavitt Street, Trafford, PA 15085.
3. Following the status conference, the Court issued an Order of Court directing:
 - a. That the parties meet at the offices of James W. Creenan, Esquire for an emergency planning meeting regarding the stability of the structure located at 501 Cavitt
 - b. That Plaintiff shall have a structural engineer on site at 501 Cavitt Avenue by 5:00 p.m. on Wednesday, October 9, 2019 to assess the stability of the structure; and
 - c. That Plaintiff shall obtain a determination by said structural engineer of the necessary

immediate steps to provide for the safety and stability of the structure an/or its possible demolition by 5:00 p.m. on Thursday, October 10, 2019.

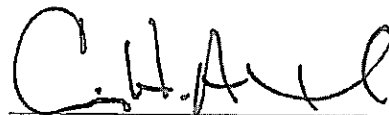
(A copy of the Order is attached as Exhibit “1”).

4. The parties met as directed at 2:00 p.m. at which time Plaintiff inquired as to the concerns of Trafford.
5. At this time, Plaintiff was unsure whether they would be able to have a structural engineer on site as ordered but advised that there would be someone on site to review the structure and the concerns presented and Plaintiff further requested that Trafford allow the assessment to occur without interference.
6. On Thursday, October 10, 2019 at approximately 11:14 a.m., the Solicitor for Trafford received a communication to the Court along with a report from a structural engineer who was able to be on site and perform the ordered assessment. (A copy of the correspondence and report are attached as Exhibit “2”).
7. Without reviewing the entire report, the structural engineer found, among other things, that “the brick parapet wall at the roof level around the perimeter of the building poses a potential life safety hazard to any passersby on the ground level” and “the failing roof parapet walls pose a falling debris hazard, which is life safety concern to any pedestrians at the ground level”.
8. The engineer then provided recommendations to provide for the safety and stability of the structure or its possible demolition.
9. In accordance therewith, in Mr. Greenan’s letter to the Court, it was represented that “Plaintiff is making arrangements to secure an appropriate demolition contractor and then submit the permit application”.

10. In addition, due to the fact that Plaintiff indicated that it was unsure an actual structural engineer would be able to be on site to do the structural assessment, Trafford sought its own structural observation from a structural engineer based upon the photographs provided.
11. It was the conclusion of Trafford's structural engineer following this assessment that "Based on the observations, it is our professional opinion that the existing structure is no longer adequate or safe for occupation and now poses a risk to the surrounding structures and public. The building is at risk for collapse and no interior access should be allowed. It is our recommendation that the building be demolished as soon as possible to eliminate the possibility of collapse and possible injury to people and surrounding structures".
12. Based upon the two structural reports taken together, it is clear that the structure poses a life safety threat to passersby and based upon Mr. Creenan's representation, Plaintiff is securing a demolition contractor to do just that.
13. However, the reports demonstrate an exigency which requires immediate action.
14. Trafford is respectfully requesting that the Court put a time frame for completion of the demolition in place to secure the safety of the residents of Trafford and the surrounding businesses.

WHEREFORE, DEFENDANT, TRAFFORD BOROUGH, requests relief consistent herewith.

RESPECTFULLY SUBMITTED

A handwritten signature in black ink, appearing to read "C. H. Alexander", written over a horizontal line.

Craig H. Alexander, Esquire

IN THE COURT OF COMMON PLEAS OF
WESTMORELAND COUNTY, PENNSYLVANIA

LANALEX CLOYD, INC.,

Plaintiff,

vs.

TRAFFORD BOROUGH,

Defendant.

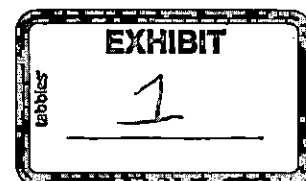
CIVIL DIVISION – LAW

No. 807 of 2018

ORDER OF COURT

AND NOW, this 8th day of October, 2019, upon the holding of an expedited status conference in the above-captioned matter, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. All parties, including Trafford Borough representatives and the owner(s) of Lanalex Cloyd, Inc., along with any other available necessary individual, shall appear at 2:00 p.m. on October 8, 2019 at the offices of James W. Creenan, Esquire for an emergency planning meeting regarding the stability of the structure located at 501 Cavitt Avenue, Trafford, Pennsylvania.
2. Plaintiff Lanalex Cloyd, Inc. shall have a structural engineer on site at 501 Cavitt Avenue by 5:00 p.m. on Wednesday, October 9, 2019 to assess the stability of the structure.
3. Plaintiff Lanalex Cloyd, Inc. shall obtain a determination by said structural engineer of the necessary immediate steps to provide for the safety and stability of



the structure and/or its possible demolition by 5:00 p.m. on Thursday, October 10, 2019.

4. FURTHER, in accord with Pa.R.C.P. 236(a)(2)(b), the Prothonotary is DIRECTED to note in the docket that the individuals listed below have been given notice of this Order.

BY THE COURT:


HARRY F. SMAIL, JR., JUDGE

ATTEST:

Cc: James W. Creenan, Esq., Counsel for Plaintiff
Craig Alexander, Esq., Counsel for Defendant

Murrysville Office

Town Square Professional Building
Suite 304
3907 Old William Penn Highway
Murrysville, PA 15668
(724) 733-8832

Creenan & Baczkowski, PC
ATTORNEYS

www.cbattorneys.com

McKeesport Office

City Hall Building
Suite 305
502 Fifth Avenue
McKeesport, PA 15132
(412) 675-0940

JAMES W. CREENAN
MOLLY M. CREENAN
JAKE S. ORESICK
FRANK W. JONES (OF COUNSEL)
CHARLES R. CONWAY (OF COUNSEL)

WALTER F. BACZKOWSKI (1942-2017)
ELIZABETH BAILEY (1920-2016)

Writer's Email:

jcreenan@cbattorneys.com

October 10, 2019

Honorable Harry F. Smail, Jr.
Courtroom No. 2
Westmoreland County Courthouse
2 N. Main Street
Greensburg, PA 15601

Re: 501 Cavitt Avenue
Our File No. 16885

Dear Judge Smail:

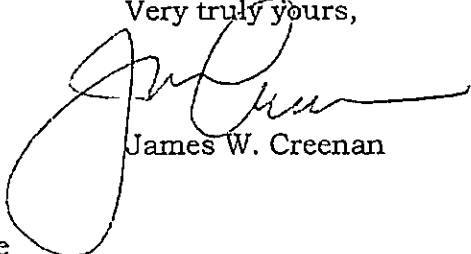
In furtherance of the Status Conference on October 8, 2019 and the Order of Court of the same day, please be advised as follows:

1. The parties and their counsel met at my office on October 8, 2019 at 2 p.m.;
2. Plaintiff arranged for a structural engineer, Bob Mason, PE, of Reliable Structural Engineers LLC, assessed the building on October 9, 2019 at approximately 8 a.m. ** The author of our November 2017 report Mr. Romesburg could not commit to travel to the building from his Waynesburg office and complete a report within the timeframe established in the Order due to pre-existing commitments; and,
3. Mr. Mason has supplied to me the attached report.

Plaintiff had been advised that the estimated costs for Mr. Mason's suggestions are substantially greater than prior estimates, so Plaintiff is making arrangements to secure an appropriate demolition contractor and then submit the permit application. The Borough had agreed to issue a demolition permit as soon as it receives the application.

Thank you for your attention to this matter.

Very truly yours,


James W. Creenan

JWC/
Enclosures
cc: Craig Alexander, Esquire
Frank Yeager



Jim Creenan

From: Bob Mason <bobthestructuralengineer@gmail.com>
Sent: Thursday, October 10, 2019 8:54 AM
To: frank.yeager@lanalexclloyd.com; Jim Creenan
Subject: 501-503 Cavitt Avenue Structural Report
Attachments: 501-503 Cavitt Ave Structural Report.pdf; 501-503 Cavitt Ave Photo Log.pdf; 501-503 Cavitt Ave Invoice.pdf

Frank/Jim,

Attached are the structural report and photo log. Please let me know you received the the report.

Please also let me know if you have any questions.

The invoice is also attached to this email. Your prompt payment of the invoice is greatly appreciated!

Thank you for the opportunity to be of service. Please let me know if I can be of any additional help.

Respectfully submitted,
Bob Mason, PE
Reliable Structural Engineers LLC
412-770-7590
BobTheStructuralEngineer@gmail.com
www.reliablestructuralengineers.com

RELIABLE STRUCTURAL ENGINEERS LLC

Bringing You Peace of Mind For Your Structural Engineering Needs!

17 Oak Street, Pittsburgh, PA 15202

412-770-7590

BobTheStructuralEngineer@gmail.com

October 10, 2019
P-19-291

Attn: Frank Yeager
Lanalex Cloyd Inc.
5204 Faulk Drive
Export, PA 15632

Subject: Structural Report
50503 Cavitt Avenue
Trafford, PA 15085

Pursuant to your request, I performed a structural assessment and visual observation of the above referenced building on October 9, 2019. The purpose of this assessment was to evaluate the building's structural integrity.

This report presents my findings regarding our discussion and on-site visual observations. The liability of this report is limited to the total amount of fees collected. It is in no way meant to be viewed as a comprehensive study of the building structure, or that the existing structural plans were reviewed for capacity and/or code compliance.

It should be noted that the brick parapet wall at the roof level around the perimeter of the building poses a potential life safety hazard to any passersby on the ground level.

BACKGROUND

The subject building is located at the intersection of Cavitt Avenue and 5th Street in the 15085 zip code area of the Borough of Trafford, Westmoreland County, Pennsylvania. The original date of construction was not available on the Westmoreland County Property Records website. The property has been ordered by a judge for evaluation by a structural engineer.

Reliable Structural Engineers LLC
October 10, 2019

501-503 Cavitt Avenue
Trafford, PA 15085

OBSERVATIONS

Conditions of the building structure were noted during my inspection on October 9, 2019. The on-site inspection was performed by Robert G. Mason, Jr., P.E., Structural Engineer. For orientation purposes, the building front wall faces Cavitt Avenue to the north. All other directional references are with respect to facing the object being described.

The three-story building features multi-wythe brick masonry walls supporting wood floor joist construction and unreinforced sandstone foundation walls in the basement. The dimensional wood joists run from right to left, and are supported by a central masonry bearing wall running from front to rear, and the basement exterior foundation wall. The front yard grade is approximately level with the first floor level, and then slopes downward to the rear yard. There is a basement vault space under the sidewalk along the right elevation of the building along 5th Street.

Photos 1 thru 4 illustrate the four elevations of the building. Photo 5 shows the unbraced section of the right elevation exterior brick masonry wall at the roof level. Photo 6 depicts the collapsed roof framing viewed through one of the building windows. Photo 7 illustrates a collapsed section of the roof parapet along the left elevation at the front left corner of the building. Photo 8 shows the depressed section of sidewalk. This indicates that elevated slab over the basement vault space has failed.

The building roof framing on both sides of the building have collapsed into the third floor. On the right side, the third floor framing has also collapsed in the middle of the floor area. It was reported that the roof has been partially open to the weather elements for multiple years.

DISCUSSION AND CONCLUSIONS

The building has been subjected to weather for several years, which caused the failing roof parapet walls, roof and third floor framing, and sidewalk vault slab areas. **The failing roof parapet walls pose a falling debris hazard, which is a life safety concern to any pedestrians at the ground level.**

Reliable Structural Engineers LLC
October 10, 2019

501-503 Cavitt Avenue
Trafford, PA 15085

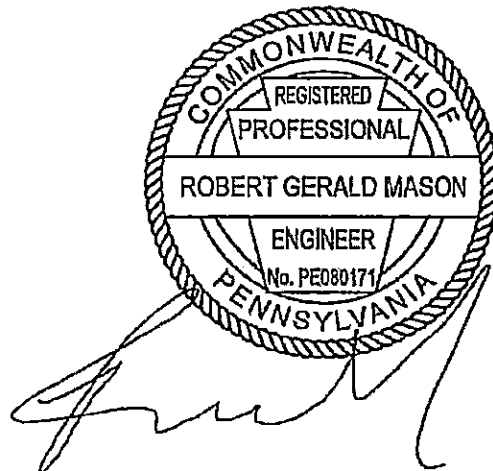
In order to repair the building, the exterior walls would need to be braced externally. This would involve the installation of a framework of steel H-piles anchored by 3-ft wide by 3-ft tall by 15-ft long concrete deadmen at 15 to 20 feet on center around the building. The framework would be installed adjacent to the building walls and the exterior walls would be connected to the new framework.

The alternative to the above-referenced repairs would be to demolish the building structure in its entirety.

Should you have any questions regarding my findings or conclusions, please do not hesitate to contact me.

Respectfully submitted,

Robert G. Mason, Jr., P.E.
Principal Engineer



Enclosure: Photo Log

Reliable Structural Engineers LLC
October 10, 2019

501-503 Cavitt Avenue, Trafford, PA
Photo Log



Photo 1 – Front elevation of building.



Photo 2 – Right elevation of building.

Reliable Structural Engineers LLC
October 10, 2019

501-503 Cavitt Avenue, Trafford, PA
Photo Log



Photo 3 – Left elevation of building.

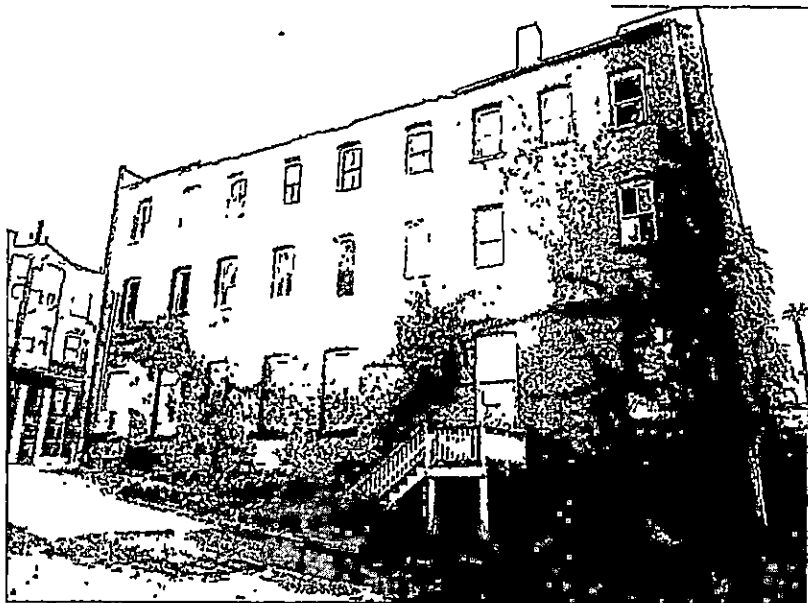


Photo 4 – Rear elevation of building.

Reliable Structural Engineers LLC
October 10, 2019

501-503 Cavitt Avenue, Trafford, PA
Photo Log



Photo 5 – Unbraced right elevation exterior brick masonry wall at roof level.

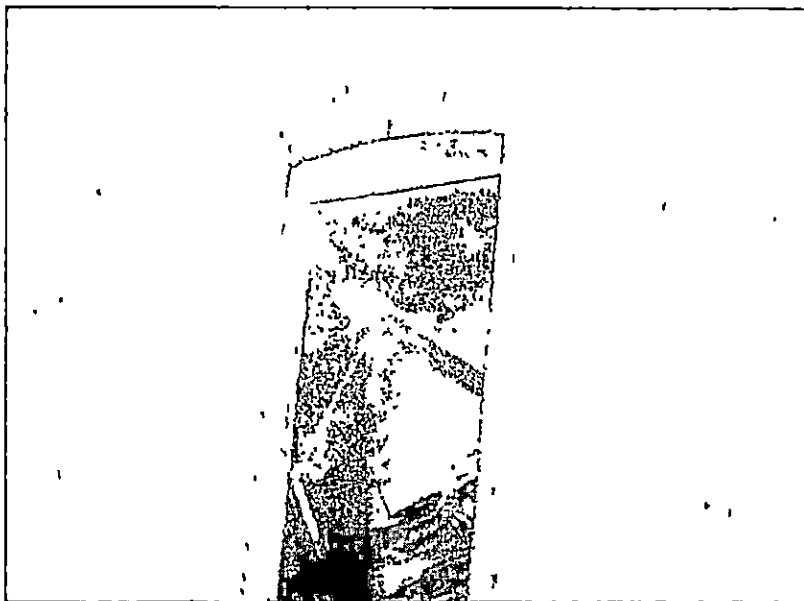


Photo 6 – Collapsed section of roof framing.

Reliable Structural Engineers LLC
October 10, 2019

501-503 Cavitt Avenue, Trafford, PA
Photo Log

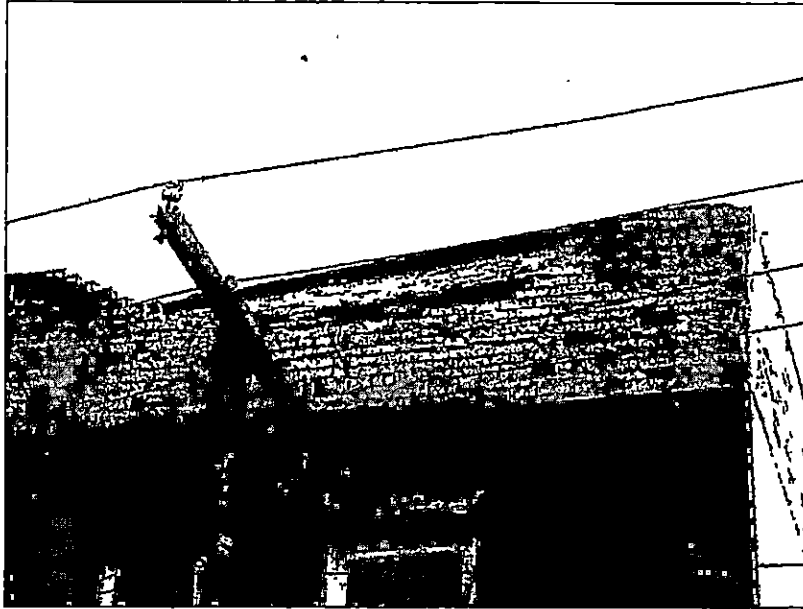
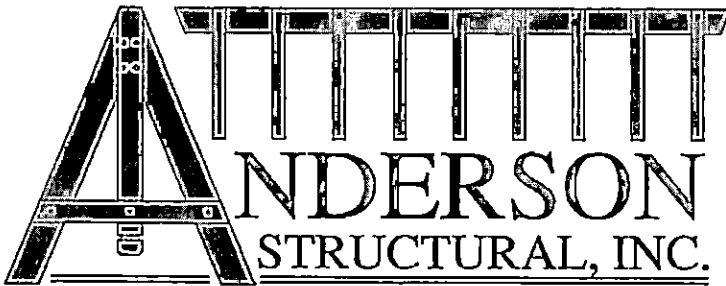


Photo 7 – Parapet wall collapsed into building along left elevation at front left building corner.



Photo 8 – Sunken sidewalk indicates failed elevated slab over basement vault space under sidewalk.



P.O. BOX 237 MURRYSVILLE, PA 15668
(O) (724)325-3513 (C) (724)433-5504
EMAIL: JOSH@ANDERSONSTRUCTURALINC.COM
WWW.ANDERSONSTRUCTURALINC.COM

**TRAFFORD BOROUGH
414 BRINTON AVE
TRAFFORD, PA 15085**

**ASI #01-1951
October 10th, 2019**

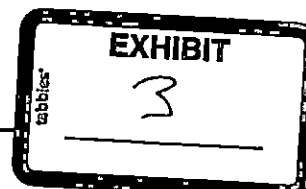
Re: *Structural Observation*
501 Cavitt Avenue
Trafford, Pennsylvania 15085

Dear Mr. Hlad,

Based on your request, Joshua C. Anderson, P.E. of Anderson Structural Inc. (ASI) has reviewed the provided photographs of the above referenced address. The existing structure is a three-story above grade and one partially below grade building. The structure consists of exterior masonry walls and steel and wood framed interior floors and roof. Based upon the photographs, widespread collapse of the roof and floor systems has occurred throughout the existing structure. The failures appear to extend down to the lower levels as can be observed from the provided overhead photographs. Similar conditions were observed and noted in a report dated November 16th, 2017 by MR Structures. No repairs or reinforcing appear to have been completed since that time. Deterioration and further collapse have occurred and will continue. The longer that the structure is exposed to the elements, the rate of decay will continue to increase until complete failure.

Based upon the observations of the provided information, the existing structure is inadequate and extremely unsafe. The existing masonry walls are now multiple stories high with no lateral bracing from the floor diaphragms. This condition creates a significant risk of wall collapse. With the exterior walls in such close proximity to the Cavitt Avenue and Route 130 in addition to public walkways, the safety of people in these areas are now at risk. The repairs required to attain structural adequacy are significant and therefore it is recommended that the building be demolished as soon as possible.

Based on the observations, it is our professional opinion that the existing structure is no longer adequate or safe for occupation and now poses a risk to the surrounding structures and public. The building is at risk for collapse and no interior access should be allowed. It is our recommendation that the building be demolished as soon as possible to eliminate the possibility of collapse and possible injury to people and surrounding structures.

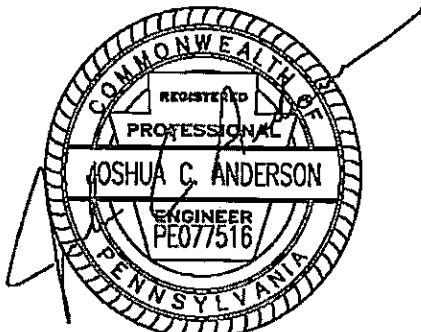


501 Cavitt Avenue

October 10th, 2019

It was a pleasure providing our structural services. If you have any questions regarding this report please contact ASI for assistance. ASI reserves the right to modify its finding based on information uncovered after the visit to the site or as more information becomes available.

Sincerely,



Joshua C. Anderson, P.E.
President / Owner

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA -- CIVIL DIVISION-EQUITY

LANALEX CLOYD,)
)
 Plaintiffs) 807 of 2018
)
 vs.)
)
 TRAFFORD BOROUGH)
)
 Defendant)

ORDER OF COURT

AND NOW TO WIT, this _____ day of October, upon consideration of the foregoing MOTION, the structural reports submitted by both parties as well as representations set forth in the correspondences of the parties, it is hereby ORDERED ADJUDGED AND DECREED that Plaintiff shall contract with a demolition company to secure the safe demolition of the structure located at 501 Cavitt Avenue and shall submit application to Trafford for an emergency demolition permit along with proper proofs of insurance no later than _____. Trafford shall issue the demolition permit within 24 hours of application. Demolition shall thereafter be complete with the structure on the ground no later than _____.

BY THE COURT:

_____. J.

VERIFICATION

I, Ashley Stack, Trafford Borough Manager verify that the statements and averments made in this Emergency Motion are true and correct to the best of my knowledge, information and belief.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

October 10, 2019
Date

Ashley Stack
Ashley Stack

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA -- CIVIL DIVISION-EQUITY

LANALEX CLOYD,)
)
 Plaintiffs) 807 of 2018
)
 vs.)
)
 TRAFFORD BOROUGH)
)
 Defendant)

ORDER OF COURT

AND NOW TO WIT, this _____ day of October, upon consideration of the foregoing MOTION, the structural reports submitted by both parties as well as representations set forth in the correspondences of the parties, it is hereby ORDERED ADJUDGED AND DECREED that Plaintiff shall contract with a demolition company to secure the safe demolition of the structure located at 501 Cavitt Avenue and shall submit application to Trafford for an emergency demolition permit along with proper proofs of insurance no later than _____. Trafford shall issue the demolition permit within 24 hours of application. Demolition shall thereafter be complete with the structure on the ground no later than _____.

BY THE COURT:

_____ J.

Joanne Parise

From: Jim Creenan
Sent: Friday, October 11, 2019 2:55 PM
To: Craig Alexander; Joanne Parise
Cc: codeenforcement@traffordborough.com; Ashley Stack
Subject: RE: 501 Cavitt Avenue - Engineer's Report

Is the borough proposing to do the demolition?

From: Craig Alexander <CAlexander@dicelaw.com>
Sent: Friday, October 11, 2019 2:30 PM
To: Jim Creenan <jcreean@cbattorneys.com>; Joanne Parise <jparise@cbattorneys.com>
Cc: codeenforcement@traffordborough.com; Ashley Stack <boroughmanager@traffordborough.com>
Subject: RE: 501 Cavitt Avenue - Engineer's Report

I'm not sure that's a wise choice, but that's your call. I understand that the timeframes are tight, however, I offered you the opportunity to consent to timeframes. It appears that the Judge agrees that the situation at hand is quite possibly a life or death situation that needs to be addressed immediately. It's just not the same as extending a briefing schedule. Again, I have advised you that I will not file for contempt if the complete application is in on Monday. I'm sure you are aware that the Borough cannot issue a permit on an incomplete application. However, if it is your intention to file one, I will make sure someone is at the Borough Building until 5:00 p.m. today. Attached is a file stamped copy of the order as well as the letter Chief Lindbloom sent Mr. Yeager in the event you did not get it.

Craig H. Alexander, Esquire
Bruce E. Dice & Associates P.C.
787 Pine Valley Drive, Suite E
Pittsburgh, PA 15239
Office: 724-733-3080
Mobile: 412-310-1599.

From: Jim Creenan <jcreean@cbattorneys.com>
Sent: Friday, October 11, 2019 12:51 PM
To: Craig Alexander <CAlexander@dicelaw.com>; Joanne Parise <jparise@cbattorneys.com>
Subject: RE: 501 Cavitt Avenue - Engineer's Report

OK. We will submit an application albeit incomplete.

From: Craig Alexander <CAlexander@dicelaw.com>
Sent: Friday, October 11, 2019 12:49 PM
To: Jim Creenan <jcreean@cbattorneys.com>; Joanne Parise <jparise@cbattorneys.com>
Subject: RE: 501 Cavitt Avenue - Engineer's Report

Jim-

I have consulted with my client. Unfortunately, I do not have authority to consent to any extension of time given the inherent risk involved in light of the two engineers conclusions as well as the fire chief's opinions. There is rain in the forecast this weekend which could possibly bring that building down.



That said, if the time frame set forth in the order is not met, I will not file for contempt of court provided it is filed by 3:00 p.m. on Monday.

Craig H. Alexander, Esquire
Bruce E. Dice & Associates P.C.
787 Pine Valley Drive, Suite E
Pittsburgh, PA 15239
Office: 724-733-3080
Mobile: 412-310-1599.

From: Jim Creenan <jcreean@cbattorneys.com>
Sent: Friday, October 11, 2019 9:21 AM
To: Craig Alexander <CAlexander@dicelaw.com>; Joanne Parise <jparise@cbattorneys.com>
Subject: Re: 501 Cavitt Avenue - Engineer's Report

Craig ... we're working on the contractor but the short time frame today may not work. Can we agree on Tuesday and advise the court, so long as we are making our best efforts? I've called several contacts for other options and I'm unsure we can get a proposal today to affix to the permit app.

Get [Outlook for Android](#)

From: Craig Alexander <CAlexander@dicelaw.com>
Sent: Thursday, October 10, 2019 3:01:41 PM
To: Jim Creenan <jcreean@cbattorneys.com>; Joanne Parise <jparise@cbattorneys.com>
Subject: RE: 501 Cavitt Avenue - Engineer's Report

I don't but both say there is an inherent danger. Do you have any suggestion?

Craig H. Alexander, Esquire
Bruce E. Dice & Associates P.C.
787 Pine Valley Drive, Suite E
Pittsburgh, PA 15239
Office: 724-733-3080
Mobile: 412-310-1599.

From: Jim Creenan <jcreean@cbattorneys.com>
Sent: Thursday, October 10, 2019 3:00 PM
To: Craig Alexander <CAlexander@dicelaw.com>; Joanne Parise <jparise@cbattorneys.com>
Subject: Re: 501 Cavitt Avenue - Engineer's Report

Do you have an engineer that can specify the appropriate time limits?

Get [Outlook for Android](#)

From: Craig Alexander <CAlexander@dicelaw.com>
Sent: Thursday, October 10, 2019 2:45:00 PM
To: Joanne Parise <jparise@cbattorneys.com>
Cc: Jim Creenan <jcreean@cbattorneys.com>
Subject: RE: 501 Cavitt Avenue - Engineer's Report

Jim-

Please see attached. I am requesting that the court entertain an emergency motion to place time limits on the demolition for 501 Cavitt. If you would like to give me a call to discuss consented to time limits please give me a call on my mobile as soon as possible.

Thanks.

Craig H. Alexander, Esquire
Bruce E. Dice & Associates P.C.
787 Pine Valley Drive, Suite E
Pittsburgh, PA 15239
Office: 724-733-3080
Mobile: 412-310-1599.

From: Joanne Parise <jparise@cbattorneys.com>
Sent: Thursday, October 10, 2019 11:14 AM
To: Craig Alexander <CAlexander@dicelaw.com>
Cc: Jim Creenan <jcreean@cbattorneys.com>
Subject: 501 Cavitt Avenue - Engineer's Report

Dear Mr. Alexander,

Please see attached.

Sincerely,

Joanne L. Parise
Paralegal
CREENAN & BACZKOWSKI, PC
3907 Old William Penn Highway
Suite 304
Murrysville, PA 15668
(724) 733-8832
(724) 733-8834 (fax)

MURRYSVILLE OFFICE

Town Square Professional Building
Third Floor
3907 Old William Penn Highway
Murrysville, PA 15668
(724) 733-8832

JAMES W. CREENAN
MOLLY M. CREENAN
JAKE S. ORESICK
FRANK W. JONES (OF COUNSEL)
CHARLES R. CONWAY (OF COUNSEL)

Creenan & Baczkowski, PC
ATTORNEYS

www.cbattorneys.com

McKEESPORT OFFICE

City Hall Building
Suite 305
502 Fifth Avenue
McKeesport, PA 15132
(412) 675-0940

WALTER F. BACZKOWSKI (1942-2017)
ELIZABETH BAILEY (1920-2016)

Writer's Email:

jcreenan@cbattorneys.com

October 12, 2019

Via Email Only

Craig H. Alexander, Esquire
Bruce Dice & Associates PC
787 Pine Valley Dr. Ste E
Pittsburgh, PA 15239

Re: 501 Cavitt Avenue
Our File No. 16885

Dear Mr. Alexander:

Please consider this letter as the notice by Lanalex Cloyd, Inc. to the Borough of Trafford of the borough liability to it as the property owner of 501 Cavitt Avenue for legal damages and other harm sustained by Lanalex Cloy, Inc., as the borough's actions, inactions, errors, and omissions, have led to the practical and financial inability to rehabilitate the structure at 501 Cavitt.

Based on the Borough's communications to us and the Court this week, the property owner authorizes the Borough to take whatever action it deems necessary, without prejudice to Lanalex Cloyd, Inc., rights against the Borough, for the borough to stabilize or demolish the structure at its own cost. To the extent necessary, we will voluntarily stipulate by this letter to waive the requirements of the current Court Order preventing the borough from taking such action.

Thank you for your attention to this matter.

Very truly yours,

/s/ James W. Creenan

James W. Creenan

JWC/

cc: Lanalex Cloyd, Inc.



MURRYSVILLE OFFICE

Town Square Professional Building
Third Floor
3907 Old William Penn Highway
Murrysville, PA 15668
(724) 733-8832

JAMES W. CREENAN
MOLLY M. CREENAN
JAKE S. ORESICK
FRANK W. JONES (OF COUNSEL)
CHARLES R. CONWAY (OF COUNSEL)

Creenan & Baczkowski, PC
ATTORNEYS

www.cbattorneys.com

McKEESPORT OFFICE

City Hall Building
Suite 305
502 Fifth Avenue
McKeesport, PA 15132
(412) 675-0940

WALTER F. BACZKOWSKI (1942-2017)
ELIZABETH BAILEY (1920-2016)

Writer's Email:

jcreenan@cbattorneys.com

October 16, 2019

Via Email Only

Craig H. Alexander, Esquire
Bruce Dice & Associates PC
787 Pine Valley Dr. Ste E
Pittsburgh, PA 15239

Re: 501 Cavitt Avenue
Westmoreland County Court of Common Pleas
No. 807 of 2018
Our File No. 16885

Dear Mr. Alexander:

I write to advise you, pursuant to Paragraphs 1 and 2 of the Court's October 15, 2019 Order, that Lanalex Cloyd, Inc. is unable to confirm demolition of the structure and thus the Borough should proceed with the demolition. We wish to give you as much notice as possible so that the Borough can meet its obligations under Paragraphs 1 and 2 of the Order.

Please contact me with any specific questions or if you need to discuss any issue relating to the demolition.

Thank you for your attention to this matter.

Very truly yours,

/s/ James W. Creenan

James W. Creenan

JWC/jlp

cc: Lanalex Cloyd, Inc.



VERIFICATION

I verify that the facts set forth in this Complaint are true and correct to the best of my knowledge, information, and belief. I am authorized to sign this Verification for Lanalex Cloyd, Inc. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

LANALEX CLOYD, INC.

Date: 07/28/2020

BY: Frank Geager

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing COMPLAINT has been served on the following via U.S. First Class Mail, postage prepaid, facsimile, electronic mail, or by hand delivery, on July 31, 2020:

Craig H. Alexander, Esquire
Bruce E. Dice & Associates P.C.
787 Pine Valley Drive, Suite E
Pittsburgh, PA 15239
Counsel for Defendant Trafford Borough

Respectfully Submitted,

CREENAN & BACZKOWSKI, PC

BY. 

James W. Creenan, Esquire
Pa. Id. No. 79213